JANUARY, 1966

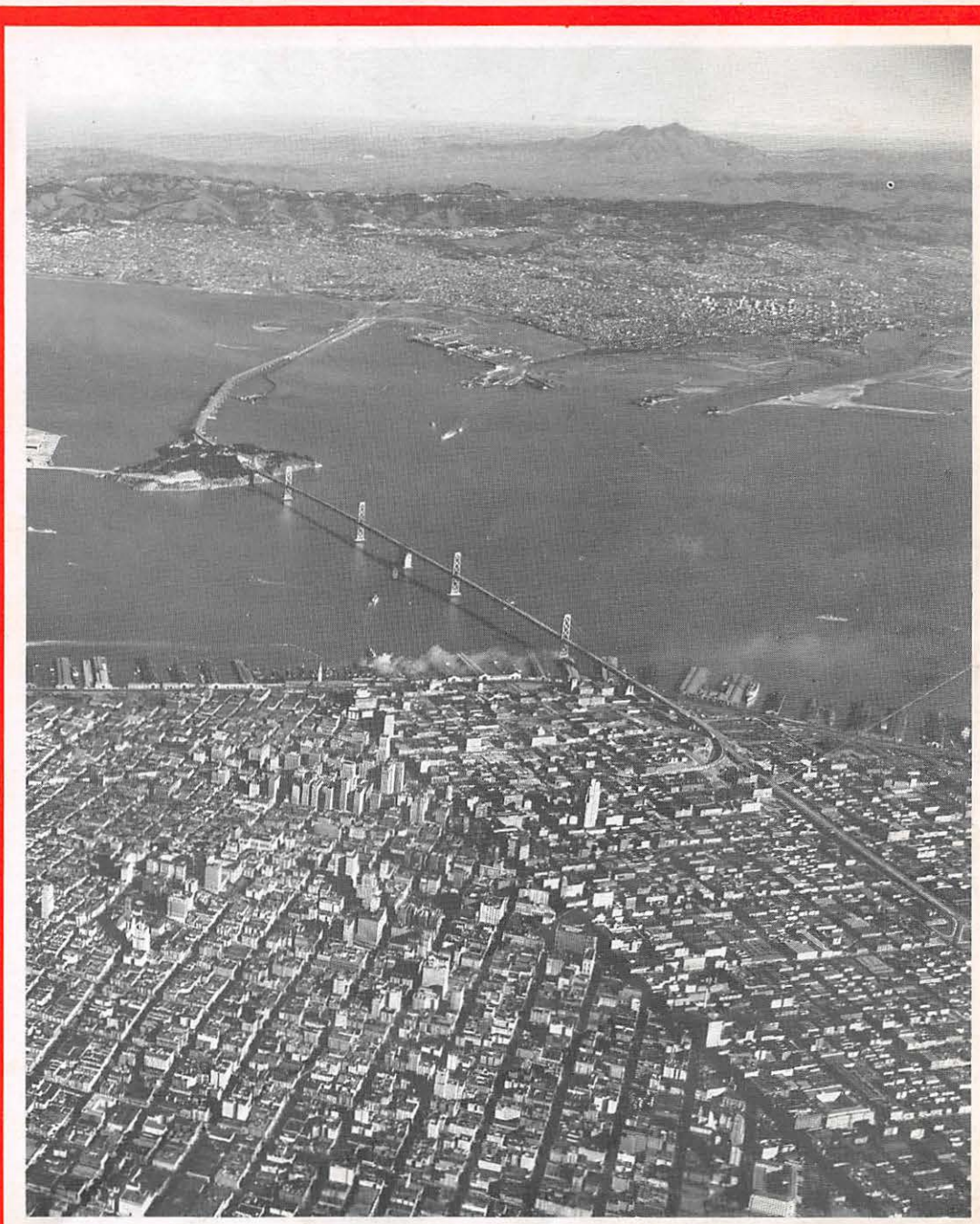
THE Signalman's JOURNAL

New Retirement Tax Rate Effective Jan. 1

NRAB Authority Stressed By Supreme Court

Wage Increase Effective Jan. 1 for Signalmen

Agreement on Statutory Holidays for Canadians



The 1965 Convention of the AFL-CIO was held in San Francisco, California. Our cover photo of the San Francisco Bay Region shows a portion of San Francisco in the foreground, the Oakland Bay Bridge and Goat Island; in the background is Oakland and other East Bay communities. . . . See Story beginning on Page 5.

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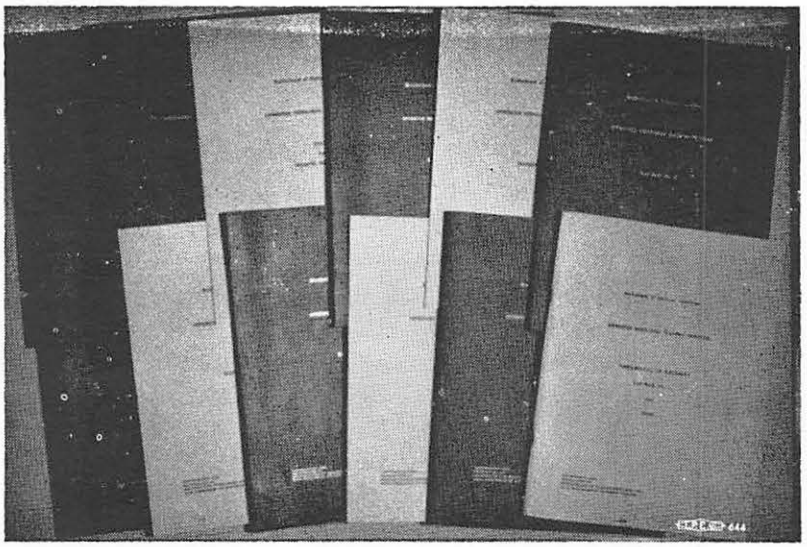

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YOUR WASHINGTON Reporter

Albert H. Jenkins

WE MUST BE ALERT AND work hard to stop the well-financed, last-ditch campaign for the Dirksen amendment, which is sure to come up" in the new session of Congress.

Sen. Paul H. Douglas (D., Ill.) was talking about a subject of vital importance to American democracy, and particularly to the welfare of the workers. It is the desperate drive by reactionary political and economic interests to knock out the Supreme Court's "one man, one vote" ruling by means of a Constitutional amendment pushed by Senate Republican Leader Everett M. Dirksen (Ill.).

Back of the battle is this situation: The great majority of the people in this country used to live on farms or in rural areas. In recent years, there has been a vast migration to towns, cities and suburbs. But, in many states, the boundaries of the districts which elect state senators and representatives have remained the same. As a result, the ballot of one rural voter came to count as much as the votes of as many as 10 or more urban citizens in determining the makeup of state legislatures.

This situation has played into the hands of wealthy reactionaries, who are not interested in the welfare of the farmers and small local business men, but only in controlling their votes and through them the state governments, the "grassroots" of national political power. Therefore, they have launched a lavish propaganda and lobbying campaign for the Dirksen amendment.

It would over-rule the Supreme Court by putting into the Constitution a provision enabling any state to "apportion" its electoral districts in such a way that one house of its legislature would be elected on a basis other than population. A chamber so elected could kill any progressive legislation enacted by the other chamber, elected on the fair voting basis required by the court's "one man, one vote" ruling.

Douglas called attention to significant recent speeches on the subject by Senators William Proxmire (D., Wis.) and Joseph D. Tydings (D., Md.).

Proxmire said: "Substantial progress has been made (as a result of the court ruling) in restoration of fair apportionment and democratic government in the states. But let no one think that this will go unchallenged by the 'one man, 10 votes' group. We may expect to see a nationwide campaign—including every sort of legislative magic and sorcery—to breathe life into the last hope of the forces which profit from minority control of the state legislatures. That last hope is the Dirksen amendment."

Tydings warned that "the Dirksen bill is not an ordinary bill. It is a Constitutional amendment. Unlike a routine bill, a Constitutional amendment cannot be repealed in a year or two. This amendment, if adopted, will determine the operation of our state governments for decades to come."

Push for Food & Drug Bill

In the new session of Congress, Rep. Leonor K. Sullivan (D., Mo.) will renew her fight for her "omnibus" bill for regulation of foods, drugs and cosmetics. This measure would revise, bring up to date and strengthen the various pieces of legislation Congress has passed in this field over a period of many years.

The present laws, Mrs. Sullivan said, are full of loopholes endangering the American people's health and safety. "Hazards to life abound in the market place because of gaps in the law."

For example, she explained that "despite the introduction of safe cosmetic bills since as far back as 1954, not a single improvement has been made in this section of the law, except as it refers to coloring matter in cosmetics. We still don't require the manufacturer to tell the customer what's in the product, which may contain an ingredient to which she might be violently allergic.

"What possible excuse," Mrs. Sullivan continued, "can be made for the fact that therapeutic devices—alleged medical devices—can be marketed without any preclearance by the Food and Drug Administration? We have all heard of the artificial bone materials which went into medical use before being fully tested, only to disintegrate in the body, requiring another operation and more pain for the patient."

As another example of the need for her bill, Mrs. Sullivan cited the wide use of flavored aspirin for children. This product, she said, "is a real childkiller, by far the worst in the whole list of poisons among children under five." They eat it like candy, because it is "a tempting lure" for them.

Federal Eavesdropping

"Almost every Federal agency uses electronic eavesdropping. We also have learned that wiretapping and bugging are ways of life for private detectives, local police forces and large segments of industry."

So said Sen. Edward V. Long (D., Mo.). He was discussing the findings of a Senate subcommittee which he heads, and which has held hearings for more than a year to gather facts on a problem which, Long said, "is much more widespread than many citizens suspect—invasion of privacy."

Such invasion, he said, is rapidly growing, along with development of almost unbelievable new devices for "listening in" on conversations wherever they may be. "Tapping" telephone wires is an old but still standard method, but to it has been added modern methods which need no wires.

"Whatever privacy there is for the average citizen," the senator said, "comes entirely from the general (Bill of Rights) prohibitions in the Constitution. The only Federal statute on wiretapping is Section 605 of the Communications Act of 1934. That section is entire-

ly ineffective," and does not even touch the use of devices which don't depend on telephone wires.

Long said "roadblocks are constantly being placed in the way of the committee's investigation. We have been able to get very few documents out of the Executive Branch of the government. We have been constantly faced with lack of candor and half-truths, to say nothing of outright perjury."

Labor Gets Praise

Organized labor too seldom gets public credit for the strong support it gives to legislation and programs benefitting other groups and the general welfare. An exception to this lack of appreciation came recently in a bulletin of the Electric Consumers Information Committee, which speaks for publicly-owned and farm co-op power systems all over the country.

"New England consumers who will get the benefits of St. John River project power," the bulletin said, "owe a large vote of thanks to labor and consumer organizations for their heroic work to help win congressional authorization. Representatives of unions testified for the St. John project, just as they have through the years for all sound multi-purpose resource development projects."

Lobbyists for the Power Trust bitterly opposed the big St. John River plan, which is the first public hydroelectric power project ever won for any of the New England states. The dam will be located in Maine, but other New England states will share in the low-cost electricity from it.

Taxpayers Must Pay Debt A Second Time

Rep. Wright Patman (D., Tex.) is a long-time student of the money and banking system and chairman of the House Banking Committee, which deals with such matters. He recently repeated a startling charge which he has made before. It is this:

The American taxpayers have already paid once for $40 billion of the national debt, but they will have to pay that big sum a second time.

Patman told the story this way: The Federal Reserve System has bought $40 billion of U.S. government bonds from private bankers. The government paid for the bonds by giving the bankers new Federal Reserve notes—the same kind of paper money you use to pay your bills.

Patman said the Federal Reserve should have "cancelled" these bonds when it paid off the bankers. Instead, the Federal Reserve, which is a branch of the government, is holding the bonds, they are still counted as part of the national debt and the taxpayers are paying interest on them.

Patman added that William McChesney Martin, chairman of the Federal Reserve Board, in testimony before the House committee, admitted that the $40 billion bonds have already been paid off once.

Keeping an Eye on the CIA

Over the past decade, about two dozen senators and many congressmen have sponsored bills to create a special Senate-House committee to keep an eye on the doings of the super-secret Central Intelligence Agency (CIA), much as such a committee watches over the somewhat less secret Atomic Energy Commission. The latest to announce he will back a CIA "watchdog" bill is Sen. Eugene J. McCarthy (D., Minn.).

"The role of the CIA in the Dominican Republic, Vietnam, Cuba and other critical areas," McCarthy said, "has raised serious questions about the relationship of the agency to the process of making and directing foreign policy. The CIA has expanded its statutory intelligence to broader fields. Undercover and paramilitary operations have a direct bearing on foreign policy and indirectly on the constitutional responsibility of Congress for defense and war."

McCarthy pointed out that, "except for CIA, Federal agencies are

February 7, 1965 Agreement

More Answers to Questions

IN THE DECEMBER ISSUE OF THE SIGNALMAN'S JOURnal, beginning on page 315, we reproduced the text of a Joint Interpretation of the February 7, 1965 Job Stabilization Agreement as agreed upon by both management and the organizations involved.

It was noted at the time that the answers to two questions were missing from the copy of the original text received by the Journal, however, rather than delay the bulk of this important material we carried all that was available.

We now have the missing answers and are reproducting them below so that they may be pasted in your copy.

Under Article II - Use and Assignment of Employes and Loss of Protection, Section 1; appearing on page 318, column 1.

> **Question No. 2:** Is a position on another seniority roster with respect to which an employe holds no seniority, but with respect to which he holds preferential rights to employment as against a non-employe, a position available to such employe in the exercise of his seniority rights as that term is used in this Section?

Answer to Question No. 2: No.

Under Article IV - Compensation Due Protected Employes, Section 3, Question No. 4 appearing on page 319, Column 2:

> **Question No. 4:** Does this section apply to affect the guaranteed compensation of an employe whose earnings are affected because an unprotected employe in the normal exercise of his seniority rights voluntarily or involuntarily bids in or bumps into a job?

Answer to Question No. 4: No.

regularly subject to review by Congress, but there has been no formal review of the CIA since it was established nearly 20 years ago." Creation of a special committee of Congress, he said, "is an appropriate means to accomplish this."

Estimating the Amount of Railroad Survivor Benefits

Anderson Joins RACO as Project Superintendent

H. A. Scott, President of the RACO Group, has announced that Mr. Howard L. Anderson has joined the staff of Railroad Accessories Corporation, Creskill, New Jersey, currently as Project Superintendent.

Prior to his present assignment, Mr. Anderson served as Signal Supervisor for the Baltimore and Ohio Railroad with headquarters at Cincinnati. Following U.S. Naval service in the Southwest Pacific during World War II, Mr. Anderson entered the Signal Department of the B & O in 1956 as a Signal Helper.

ICC To Consider New Haven Plan to Drop Passenger Service

The entire Interstate Commerce Commission will make the initial ruling on a proposal of the New York, New Haven and Hartford Railroad to discontinue all interstate passenger train service March 1, 1966.

By an order issued in Finance Docket No. 23831, the Commission set the proposal for hearing before Commissioner William H. Tucker and Examiner Frances A. Welch. At the same time, the Commission required New Haven to continue operation of the involved passenger service until July 1, 1966, pending completion of its investigation into the matter.

The railroad's notice of intention to discontinue the service—274 commuter and intercity trains—was filed with the Commission on October 11, 1965. It stipulates that regardless of the effective date of the planned cessation, the New Haven's Trustees (Richard Joyce Smith, William J. Kirk, and Harry Dorigan) will not halt any passenger trains covered by operating contracts with public authorities.

The Commission's order scheduled a prehearing conference in the proceeding at the Commission's headquarters in Washington, D.C., at 9:30 a.m., November 8, 1965. Purpose of the conference was to consider procedures to be followed at public hearings into the proposal, including the exchange of testimony and exhibits.

The public hearings began at 9:30 a.m., December 1, 1965, in Washington, D.C. The New Haven will be expected to present evidence relating to its basic proposals, including pertinent financial and operational data. Additional hearings will be scheduled for New Haven, Conn., Providence, R.I., Boston, Mass., New York, N.Y., and such other places as may be subsequently designated.

The New Haven has been in reorganization since July 1961. Earlier this year, the railroad's trustees proposed to curtail passenger service at various stations in the New York City area. Following the award of a $3 million demonstration grant under the Urban Mass Transportation Act, the railroad was allowed to withdraw that proposal.

On July 7, 1965, the Commission announced it had initiated a passenger service cost analysis of the New Haven Railroad's operations, to be considered in any future discontinuance proposal by the railroad. The analysis, developed by the Commission's Bureau of Accounts, is designed to determine the New Haven's cost of performing passenger service, separated as to the three principal divisions of those operations—New York suburban service, Boston suburban service, and through passenger service.

New Railroad Retirement Tax Rate and Tax Base for 1966 Go Into Effect

RAILROAD PAYROLL deductions in 1966 will reflect a new tax rate and tax base for railroad retirement benefits. Effective January 1, 1966, the tax rate under the Railroad Retirement Tax Act rises from 7.125 to 7.95 percent and the tax base, from $450 to $550 a month. A medicare tax of 0.35 percent is included in the 1966 rate. The 7.95 percent rate applies to railroad employes and employers alike.

The changes in the railroad retirement tax rate and tax base were provided by the 1965 amendments to the railroad retirement laws. The new tax rate will remain in effect through December 1966. After that date, further increases in the tax rate are scheduled. However, not until 1968 will the new tax schedule exceed the old schedule. Prior to October 1965, the tax rate was 8 1/8 percent on earnings up to $450 a month. The change in the limit on taxable earnings establishes the monthly limit on railroad earnings as one-twelfth of the annual limit on social security earnings. The $550 monthly limit will remain in effect unless the social security earnings base is changed at some time in the future.

According to Howard W. Habermeyer, chairman of the Railroad Retirement Board, railroad employes earning $450 or less a month during 1966 will pay less retirement taxes than before October 1965. On the other hand, employes who will pay more because they earn over $450 a month will get back more in future benefits than they will pay in additional taxes. This is because the maximum amount of earnings that can be credited toward benefits also increases to $550 a month.

Mr. Habermeyer also pointed out that the maximum unemployment contribution rate of 4 percent will remain in effect during 1966. These contributions apply only to employers. The taxable earnings base under the Railroad Unemployment Insurance Act is the first $400 of each employe's monthly earnings.

Brotherhood officers are shown in attendance at a session of the 1965 AFL-CIO Convention. They are — left to right: Secretary-Treasurer C. J. Chamberlain, Vice-President B. H. Steuerwald, General Chairman R. T. Bates, and President Jesse Clark.

Report of 1965 AFL-CIO Convention

AT 10A.M. DECEMBER 9 THE Sixth Constitutional Convention of the American Federation of Labor and Congress of Industrial Organizations convened in the Civic Center Auditorium at San Francisco, California. Brotherhood President Jesse Clark, Secretary-Treasurer C. J. Chamberlain and Vice President B. H. Steuerwald represented our Organization as Delegates. General Chairman R.T. Bates, Southern Pacific, also attended several of the sessions.

Underneath the enthusiasm displayed was the almost visible interest in one of the greatest leadership changes in labor history. The merged Federation's high command was reported to be in favor of retiring many of the older Executive Council members and support relatively younger labor union chiefs to take their places.

Joseph Belardi, president of the San Francisco Labor Council, called the Delegates to order. Prior to his formal call to begin the convention, there was an hour-long concert by the San Francisco Municipal Band headed by John Afendras.

A color guard from the United States Naval Air Station at Alemeda presented the colors as June Mentague lead the audience in singing the Star Spangled Banner.

Delegates and visitors gave the pledge of allegiance in a ceremony led by members of the Screen Actors Guild.

An impressive invocation was delivered by the Most Reverend Joseph T. McGucken, the Roman Catholic Archbishop of San Francisco.

The Secretary of the San Francisco Labor Council, Geo. W. Johns, followed the invocation with a speech of welcome in behalf of the host Council. Similarly, the head of the State AFL-CIO, Secretary Thomas L. Pitts, of the California Labor Federation, delivered a warm address of welcome.

Congressman Phillip Burton, a labor-supported member of Congress, who represents San Francisco's Fifth District, followed Thomas Pitts on the opening speaking program to extend his greetings to the Delegates. He is a friend of labor and was warmly applauded.

The Mayor of San Francisco, himself a former labor official, and a former member of the United States Congress, delivered a rousing address to the delegates. He expressed pride in the fact that San Francisco was a "labor city" and praised the labor movement for present progress made in the legislative field.

The final address of welcome came from Governor Edmund G. "Pat" Brown, who received a tumultuous standing ovation when he entered the convention hall. He touched on the efforts made by the labor movement to improve the minimum wage law as a step towards eliminating poverty. He also pledged the support of his State Administration to secure the enactment of the job-site picketing bill, and was enthusiastically applauded when he blasted the misnamed "Right-to-work" law masquerading as Section 14 (b) of the Taft-Hartley legislation. It was a good analysis of this detestable enactment and the Governor deserved the applause and ovation at the close of his address.

President George Meany

Temporary Chairman Belardi, at this point, presented the gavel to President George Meany on behalf of the AFL-CIO labor unions affiliated with the San Francisco Council.

Upon accepting the gavel President Meany stated: "I cannot call this Convention to order without recalling the tragic event which took place immediately following our last Convention in November of 1963, when America lost a young, dynamic Chief Executive; when we of Labor lost a sincere friend, and when all humanity wept. May I ask that you stand

for a moment of silent prayer and meditation to the memory of John Fitzgerald Kennedy."

Speaking on the tenth anniversary of the merger of the AFL-CIO President Meany said: "The merger has been largely accomplished although there still is a need for affiliation of local unions with AFL-CIO bodies and merger of competing unions in some fields.

"Membership increased 700,000 since 1955," Meany said, "with most of the new members coming in the past three years. Total membership now is 13 million members."

A portion of the early part of Meany's speech was devoted to urging local unions to enroll their membership in city Central bodies and State Federations of Labor. These tremendously important city and state organizations are expected to supply the activity needed in the economic and political field to carry out the programs of our parent body.

George Meany demanded an increase in the Federal Minimum Wage and its extension to "millions" now uncovered, overhaul and improvement of the Unemployment Compensation Law.

With fighting instincts rising, Meany brought the issue of repeal of Section 14 (b) of the Taft-Hartley Act to the attention of the Delegates. This section permits states to enact miscalled "Right-to-Work" laws outlawing the union shop. The administration held back the repeal bill this year after Senate Minority Leader Everett Dirksen of Illinois developed a filibuster against it.

But, Meany warned, "the Senator and his fellow wind-bags" that the AFL-CIO will push the bill in the Senate in January when Congress reconvenes. "If we lose in the Senate we will fight in the states, in the counties and in the plants and workshops of America. We shall never quit!" The Delegates applauded their approval.

Meany further charged that Senator Dirksen's filibuster was a cynical invitation to a deal, "an offer to labor to abandon its opposition to Dirksen's bills against reapportionment of Legislatures on a "one-man one-vote" basis in exchange for Dirksen's dropping the filibuster.

George Meany at this point clinched his fist and shouted, "Well, as badly as I want 14 (b) repealed, I do not want it that badly. And the Senate Minority Leader and all his anti-labor stooges can filibuster until hell freezes over before I will agree to sell the people short for that kind of a deal." The Delegates applauded and shouted their approval.

He gave a strong pledge of AFL-CIO support for President Lyndon B. Johnson's Vietnam policies. "Only when the enemy is finally convinced that there is no military victory for them in sight in South Vietnam is there any real reason to expect them to approach the conference table in good faith."

George Meany closed by stating—"the past decade has been a very productive and eventful one, full of solid achievements and steady progress. Let us now turn our attention to the tasks before us. I am confident that the AFL-CIO, and all of you who together comprise its arms, sinews, and strength, will prove more than equal to the task."

President Meany's rousing and inspiring remarks brought the convention delegates to their feet in a standing ovation.

Following President Meany's address convention committees were appointed. President Jesse Clark was appointed to the Committee on Executive Council Report. This committee, in commending the report to the Delegates, commented that "the key to progress is political education and political action; they are integral parts of the trade union cause. We agree that labor can move ahead only as America moves ahead and that the nation makes progress only to the extent that the voters decree it."

The committee also noted that "unions posted a good record" in the large number of labor cases considered by the Supreme Court during the past two years.

A Fraternal Delegate from Great Britain, Sir William John Carron, President Amalgamated Engineering Union, was introduced. He brought greetings to American labor from the British Trade Union movement.

A telephone speech by the President of the United States, Lyndon B. Johnson, was heard at 2:30, December 9. President Johnson told the Delegates that the Government will exhaust "every prospect for peace" in Vietnam "before other hard steps are taken."

The pledge appeared to rule out at least temporarily the bombing of North Vietnam's capitol, Hanoi, or its key port of Haiphong—a demand being pressed by some influential members of Congress.

The President's announcement of a new peace offensive was made to the AFL-CIO convention by special telephone hookup from his Texas ranch to the Civic Auditorium. President Johnson was recuperating there and could not appear in person.

President Johnson called on labor to help improve "the quality of our lives" by joining in attacks on racial discrimination, poverty, sickness and on poor housing and education. The delegates applauded the President's call for cleaning up "unfinished business" of Congress; improvement in the unemployment and minimum wage laws and repeal of state "Right-to-Work" laws.

On Vietnam the President said: "We are carefully studying how we can best continue to turn back that aggression. We are determined to do all that is necessary. At the same time, we are equally determined that every prospect for peace be exhausted before other hard steps are taken."

"Vietnam is different," the President said, "the aggressor has chosen different terrain, a different people and a different kind of war to satisfy his appetite. But his goal is the same—someone else's freedom!"

It was a convincing address and deserved the rapt attention and applause which it received from the Delegates. President Meany's comment was fitting. He said: "May I say to you, Mr. President, on behalf of the millions of workers represented by the AFL-CIO, that we are with you in your fight for all the things that will make for a better, more peaceful life for all humanity."

Following President Johnson's address, George Louthian, Bricklayers Union, British Trade Union Congress fraternal delegate, brought good wishes and greetings from the labor movement of the United Kingdom.

An informative and highly interesting analysis of the Vietnam situation was unfolded to the Delegates in an address by Hon. U. Alexis Johnson, Deputy Under Secretary for Political Affairs. He received strict attention and those who were seeking information about the military needs and how the war was going in Vietnam certainly were supplied facts.

He was followed on the program by Secretary of Labor, Hon. W. Willard Wirtz, who delivered one

of the most convincing speeches of this day of oratory.

He used as his theme a quotation from the German philosopher, Goethe: "There is no past we can bring back by longing for it. There is only an eternally new now that builds and creates itself out of the elements of the past as the past withdraws."

Secretary Wirtz made a convincing argument against the enemies of labor "who argue that the way to prevent inflation is with a little, and quite a little, unemployment which I suppose is the right not to work. I am tired of hearing "Right-to-Work" laws defended by the same people who argue for a "little unemployment."

He assured the Delegates that the A-No. 1 legislative project of the Washington Administration was to secure the repeal of Section 14 (b) of the Taft-Hartley Act when Congress meets early in January, 1966. Wirtz was met with thunderous applause at the conclusion of his speech and following a standing ovation President Meany pinned a Delegate's badge on the lapel of Mr. Wirtz's coat.

On Friday, December 10, Secretary of State Dean Rusk drew ovations from the labor leaders in an enlightening address which resulted in a display of strong support for Administration policies. He praised the AFL-CIO policies and pledged support for all of labor's major goals.

The atmosphere of complete agreement between the Delegates and the Cabinet Member was slightly disturbed by the presence of a group of young demonstrators in the visitors' gallery, who came to protest the policy on Vietnam, which was outlined by the Secretary of State.

The Secretary told the hushed gathering of 2,000 Delegates that "the United States is fighting in Vietnam to prevent World War III, and is working to build a lasting peace because we shall not have the chance again.

"It is of the utmost importance," Dean Rusk added, "that the Communist powers clearly recognize that the American commitment is valid otherwise the structure of peace laid around the globe could rapidly disintegrate."

He complimented the AFL-CIO for its effective work "to promote world peace," but only once alluded to the demonstrators. He remarked that young people have difficulty in "trying to grasp the reality of the things which they have had no chance to remember—specifically the appeasement of Hitler prior to World War II."

After the Secretary had finished his speech, the demonstrators got into a shouting match with the Delegates. "Peace, peace!" the demonstrators shouted. "Get out of Vietnam. Debate, debate, debate'."

They left the convention hall when, after Dean Rusk's speech, AFL-CIO President Meany angrily ordered the sergeants-at-arms to "clear the kookies out."

"Get out of here!" several Delegates responded. "Get a haircut. Go to Russia and debate!"

The demonstrators left within a few minutes, sped by another George Meany observation: "We are glad to have them here during the Secretary's talk on the theory that it might add to their sadly neglected education, but now we want to go ahead with the convention."

Prior to the Dean Rusk appearance, Mr. L. Eldon James, National Commander of the American Legion, delivered an address of warm and friendly greetings to the AFL-CIO Convention. Traditionally the American Legion and the American labor movement have been working together and helping each other in the patriotic field. Commander James and his remarks were enthusiastically applauded.

Also prior to the Secretary of States' appearance Mrs. Esther Peterson, Assistant Secretary of Labor, was presented by President Meany to the Convention. Her remarks were appreciated by the Delegates.

The flood-gates of oratory swung wide-open early Friday afternoon when Hon. Hubert H. Humphrey, Vice President of the United States, was presented to the Convention.

Applause and cheering repeatedly interrupted his talk—in response to the Vice President's recollection of past Democratic Presidents; of President Johnson's "Great Society" program and the AFL-CIO's leading role in enacting it; and his splendidly clear outline of the Administration's Vietnam policy.

The greatest volume of cheers went to his assurance that "this administration, from the President down, is determined to fight hard and win on the repeal of Section 14 (b) of the Taft-Hartley Act."

The section, which permits states to enact "Right-to-Work" laws banning the Union Shop, "helps no one," Hubert Humphrey said. "Repeal of "Right-to-Work" laws," he added, "will lift the standards of living for millions of Americans. It will be the major victory in the war on poverty."

Few men in public life have the ability to inject so much wholesome sincerity into a speech. Vice President Humphrey is abundantly blessed with this kind of talent and ability. His speech was one of the best and the cheering audience expressed its appreciation.

Almost immediately after Humphrey's talk, the AFL-CIO General Executive Board went into a closed session to plan a "Nation-wide grass roots campaign" to force the Senate to vote, in January, on the 14 (b) repeal bill which was stalled there after House passage in 1965.

President Meany rounded out the Friday afternoon session by presenting gifts to the fraternal delegates from the British Empire. When this task was completed, he introduced a large number of foreign visitors. Mexico seemed to have a special group of guests present and each one of them was presented to the Convention.

A special invitation was extended to all Delegates to attend special services on Sunday at several San Francisco churches.

A $10 billion commitment to enlarge and equalize education opportunities throughout the Nation was called for early in the morning Convention session on December 13.

Acting on a resolution drafted by the organization's Committee on Education, the Delegates approved a proposal for $8.5 billion to be devoted to elementary and secondary education and $1.5 billion for low-cost higher education.

The action on education was among the first to be taken in the second week and was followed by approval of a broad variety of problems.

High on the agenda was one calling for a 50 percent increase in Social Security benefits to be paid for largely by doubling payroll taxes.

The Committee on Resolutions also began its lengthy report on Monday morning. This Committee was split up into four subcommittees in order to expedite the handling of resolutions. Several amendments to the AFL-CIO Constitution were also handled Monday.

Signalmen Affected by Constitutional Amendment

One item of particular importance to the signalmen was the adoption of a proposed Constitutional Amendment changing the last sentence of Section 3, Article XXI which read: "The foregoing sentence of this section shall not be applicable to work in the railroad industry." The sentence now reads: "This section shall not be applicable to work in the railroad industry." In presenting the amendment Committee Chairman Gordon Freeman (IBEW) pointed out that: "it was intended when Article XXI was adopted in 1961, to exclude work in the railroad industry from coverage by Section 3." Freeman explained that the purpose of the amendment was to correct a mistake in the original drafting of the Section.

Signalmen will recall that early last year our Brotherhood was placed under sanctions by the AFL-CIO for refusing to withdraw a claim from the National Railroad Adjustment Board. This Constitutional Amendment is designed to clear up this misunderstanding and permit railroad labor Organizations to progress claims to the Board as provided in the Railway Labor Act.

Resolutions Deal With Railroad Industry

The Convention adopted a number of resolutions directly applicable to the railroad industry. Resolution No. 41, "Railroad Safety" provides that:

WHEREAS, Injuries and fatalities from railroad accidents have been increasing at an alarming rate, reaching a total last year of 2,423 persons killed and 27,614 persons injured, and

WHEREAS, Most railroad managements continue their historic attitude of callous indifference toward all efforts by their workers to achieve safer operations and a lower accident rate, even though such accidents cost the railroads at least $170 million a year in property damage and personal injury claims, and

WHEREAS, The federal government through the Interstate Commerce Commission exerts only very limited authority over railroad safety, in contrast to the broad authority exerted over airline and trucking safety, with the ICC at present lacking any authority whatever over unsafe train operations,

President Jesse Clark, right, is shown as he discussed Convention issues with AFL-CIO President George Meany and Secretary-Treasurer William F. Schnitzler.

over unsafe maintenance of track, structures and other facilities or over safety practices in rail yards, shops freight houses, and stations, and

WHEREAS, Even in the limited areas of railroad safety now subject to regulation, the ICC reports a sharp rise in violations by the railroads and the ICC further reports that "in many instances, noncompliance with our safety laws and regulations appears to be cheaper than compliance," owing to the completely inadequate penalties provided for such violations, and

WHEREAS, Bills have been introduced in the 89th Congress by Senator Gale McGee and Congressman John E. Moss to give the ICC broad regulatory authority over railroad safety and to double the penalties for carrier violations of the ICC safety regulations; therefore, be it

RESOLVED, That the human toll of death and maiming from railroad accidents has reached an intolerable level for a civilized country, as regards the safety of both the general public and the railroad employes, and be it further

RESOLVED, That this Convention pledges the full support of the AFL-CIO for legislation designed to reduce this accident toll, such as the McGee-Moss bills or other similar measures in the field of railroad safety.

Railway Labor Act Amendments

Resolution No. 42 stated:

WHEREAS, The Railway Labor Act provides that when "minor disputes" (grievances) cannot be settled between railway labor and management, they shall be referred for settlement to the National Railroad Adjustment Board, and

WHEREAS, Since the courts have ruled that employes may not strike over these cases, this has become a form of compulsory arbitration, and

WHEREAS, Owing to delaying tactics and inaction, the backlog of grievance cases pending before the NRAB has risen in recent years to alarming heights, so that railroad employes now wait as long as 10 or 11 years to get a decision on their grievance claims, by which time many of them are either dead or retired, and

WHEREAS, To cite one example, the NRAB's first division, covering railroad "operating" employes, now has over 4,000 cases pending before it, while this division in the year 1964 decided a total of 128 cases, and

WHEREAS, A bill, HR 706, reported out unanimously in 1965 by the House Interstate and Foreign Commerce Committee, would go far toward ending this unfair situation by providing that special boards of adjustment may be created to clean up the backlog of grievance cases between a union and a railroad whenever either side so requests, and

WHEREAS, The Railway Labor Act also provides that NRAB decisions shall be final and binding "except insofar as they shall contain a money award," and

WHEREAS, This means if the employe loses his grievance claim before the NRAB he has no further recourse, but if he wins his claim the railroad can obtain judicial review by refusing to pay the money award, whereupon the employe must bring an enforcement action in a federal court at great expense and with long further delays, and

WHEREAS, HR 706 would also end this one-sided and unjust situation by providing that all NRAB and special board of adjustment decisions shall be final and binding, with certain limited and proper exceptions; therefore, be it

RESOLVED: that the AFL-CIO strongly supports the prompt enactment by Congress of HR 706 so as to end the present gross injustices in processing of grievance claims in the railroad industry.

Railroad Passenger Service was covered in Resolution No. 43 and provided that:

WHEREAS, With our increasing population, the increasing size of our great metropolitan areas and the increasing congestion of highways and airways, a "Great Soc-

eity" can never be achieved in America without a growing supply of fast, safe, comfortable, convenient and reasonable priced railroad passenger service, for both intercity and commuter travel, and

WHEREAS, The nation's railroads, instead of improving their passenger service, have abandoned many hundreds of trains in recent years and in many cases they operate their remaining passenger trains in a shocking state of disrepair and filth, in flagrant disregard of their obligations as a public service industry, and

WHEREAS, Sec. 13a(1) of the Interstate Commerce Act, enacted in 1958, has enabled the railroads to abandon passenger trains practically at will, upon application to the Interstate Commerce Commission, and

WHEREAS, The present Interstate Commerce Act, lacking as it does any safeguards to protect the quality of passenger train service, serves as an inducement to railroad management to downgrade the service, drive away passengers and then use this as an excuse for abandoning service, and

WHEREAS, On the other hand, federal action under the Mass Transit Act of 1964 and the High-Speed Ground transportation Act of 1965 finally offers a ray of light and hope toward reversing the recent trend and moving toward the kind of railroad commuter and intercity service that the nation needs; therefore, be it

RESOLVED: That the AFL-CIO supports legislation amending the Interstate Commerce Act to restore safeguards to the public interest in passenger train abandonment cases, along the lines of HR 7102 by Congressman Harris McDowell in the 89th Congress; and be it further

RESOLVED: The AFL-CIO hails passage of the Mass Transit Act and the High-Speed Ground Transportation Act, with safeguards for affected workers, and we urge an expansion of this positive approach toward America's railroad passenger service needs.

Resolution No. 44 dealt with Railroad Employes' Pensions and provided that:

WHEREAS, Pension and other benefits of retired railroad employes are lagging far behind those in other major industries where non-contributory supplemental pension programs have now become an accepted fact of industrial life, and

WHEREAS, Such non-contributory supplemental pensions are now enjoyed by many supervisory employes in the railroad industry but pensions of this kind are denied to all but a handful of the unionized employes; therefore, be it

RESOLVED: That the AFL-CIO supports appropriate amendments to the Railroad Retirement Act to eliminate this discrimination against organized railroad employes by providing increased annuities and other improvements financed by additional taxes to be borne by the railroad industry.

Resolution No. 45, "Bank Holding Company Act and F.E.C. Railway Strike," as submitted was amended to make the proposal more applicable and was unanimously adopted as amended to provide that:

WHEREAS, The following series of events has occurred, of grave importance to public policy and the public interest:

1. The Alfred I. duPont Estate of Jacksonville, Fla., has acquired and continues to exercise control over the Florida East Coast Railway and various important industrial enterprises.

2. The duPont Estate's dominant trustee has caused the FEC Railway to defy the national railway labor policy in disputes with the FEC's employes and to refuse all pleas by the late President Kennedy, the Secretary of Labor and the Florida delegation in Congress to settle the strike of the FEC "non-operating" employes that began on January 23, 1963 and is now the longest railroad strike in history. From the beginning, the FEC strikers have sought nothing more than the same pay and conditions as all other railroaders.

3. The duPont Estate also controls the "Florida National" group of 31 banks, with assets of $780 million. The Florida National group has advertised itself as the "largest banking organization south of Philadelphia and east of the Mississippi."

4. The Bank Holding Company Act of 1956 requires bank holding companies to register with the Federal Reserve Board and to divest themselves of control over non-banking companies, in order to prevent monopoly and unfair competition.

5. Through a specially worded definition of "company" in this act, the duPont Estate and its Florida National group of banks were exempted from the act's provisions although the duPont Estate does in fact act as a bank holding company.

6. As a result of this special exemption, the billion dollar duPont Estate empire has not been split up and it continues to exert such immense financial, industrial and political power in the state of Florida as to cause its dominant trustee to persist in his "rule or ruin" course against the FEC Railway's union employes.

7. A second special exemption in the Bank Holding Company Act has allowed another billion dollar financial-industrial empire, Financial General Corporation of Washington, D.C., to expand and flourish outside of that law, and this second exemption could also be used by the duPont Estate and other similar enterprises;

"8. In the first session of the 89th Congress the House of Representatives passed an amendment to the Bank Holding Company Act, HR 7371, which not only eliminates the special exemptions for the duPont Estate and other huge financial empires, but also cancels the exemption of labor and agricultural organizations whose independent banking activities have built a solid record of service to the public welfare. This links constructive legislative action against the duPont concentration of power with a seriously destructive amendment damaging to labor, agriculture and the public interest."

RESOLVED: "That the AFL-CIO urges Congress to amend the Bank Holding Company Act so as both to close the so-called 'duPont' and 'Financial General' exemptions and retain the existing exemption for labor and agricultural organizations."

RESOLVED: That this Convention pledges the fullest possible support of the entire American labor movement to the gallant Florida East Coast Railway strikers and asks all affiliates to do everything in their power to assist these strikers until they have won their just demands and an equitable settlement from their employer.

"Railroad Mergers," Resolution No. 46 was also unanimously adopted and provided that:

WHEREAS, For nearly a decade, the nation's railroads have been engaged in one of the most widespread movements in history toward increased monopoly ownership through mergers, and

WHEREAS, Unlike past consol-

idations which sought to build stronger railroads, most of the railroad combinations now proposed seek to shrink railroad plant, equipment and services to the public, and

WHEREAS, All serious projections of America's economic growth forecast an immense increase in the demand for transportation, including railroad transportation, over the remaining decades of this century, and

WHEREAS, The demands upon the nation's railroad plant would be even more severe in case international events should require a general mobilization, and

WHEREAS, Railroad tracks and facilities, once abandoned and destroyed through a merger, can only be rebuilt at very heavy cost, and

WHEREAS, The alleged financial distress advanced by major railroads as an excuse for their merger schemes has already been disproved by the soaring profits of these same railroads, and

WHEREAS, The Interstate Commerce Commission and its examiners, despite all these facts and despite widespread public protests, including protests by the U.S. Department of Justice, have proceeded to approve one railroad merger plan after another, and

WHEREAS, The present law setting forth the nation's policy on railroad mergers was enacted 25 years ago when our nation was in the midst of a depression and this law fails to take account of the needs of a growth economy for more, not less, transportation facilities; therefore, be it

RESOLVED: That the AFL-CIO urges Congress to create a committee to make a thorough investigation of the railroad merger situation and to recommend more adequate standards for protection of the public interest in railroad merger cases, together with a temporary halt in the ICC's authority to approve railroad mergers pending the report of such committee of Congress.

"National Transportation Policy" was the subject of Resolution No. 47 adopted by the Delegates. This resolution provided that:

WHEREAS, America is virtually the only one of the democratic nations which lacks a national transportation policy, and

WHEREAS, We have today, instead, a chaotic transportation system with multitudinous government agencies establishing and administering policies that often move in conflicting directions, each viewing its special area of transportation as the one which should be placed above all others and none looking at the total transportation needs of the nation; therefore, be it

RESOLVED: That this Convention urges the President and Congress to develop a national transportation policy based on the following principles, among others:

a. The policy should be administered by one federal agency at the Cabinet or sub-Cabinet level.

b. Such a department would help formulate programs, would administer existing policies and would guide and coordinate the regulatory agencies toward a more uniform policy in the field of transportation.

c. Congress should revise existing laws to make certain that all government bodies dealing with transportation give paramount importance in making decisions to such factors as the effect upon the economic welfare of communities involved, social costs, competition, employment, and service to shippers and the public in general.

Resolution No. 48 was unanimously adopted. This resolution deals with Railroad Finances and provides that:

WHEREAS, Important public decisions affecting railroad rates, taxation, public aid, mergers, service and other matters are based in substantial part on statements by railroad management about their companies' financial situation, and

WHEREAS, Repeated statements in recent years by railroad spokesmen that their industry is heading toward bankruptcy have created great confusion in the public mind, since these same railroads have been reporting to their stockholders ever-rising profits, and

WHEREAS, Public policy has long and rightly required full public disclosure of the ownership of the railroad industry but this policy has been frustrated by the widespread practice of listing railroad stock ownership as anonymous accounts in Swiss banks and under

WHEREAS, The true financial situation of the railroads is further confused and obscured by complex, dubious and differing railroad accounting procedures prescribed by government agencies, and

WHEREAS, Accurate facts about the finances of this major public service industry are vitally needed in order to shape proper public policies and public understanding; therefore, be it

RESOLVED: That the AFL-CIO asks Congress to undertake a thorough and complete investigation of railroad corporation finances, bookkeeping procedures, ownership and control; and be it further

RESOLVED: That the AFL-CIO urges that independent outside accountants be retained jointly by the Internal Revenue Service and the Interstate Commerce Commission to study railroad accounting procedures for tax and regulatory purposes, together with their effect on reported railroad profits, in order that these procedures and statements be brought into line with accounting practices in other industries.

President George Meany and Secretary-Treasurer William F. Schnitzler were nominated and elected on Monday afternoon. They had no opposition so a unanimous vote was cast for them and they were declared elected.

Opposition did develop for membership on the Executive Council. More than 27 candidates were nominated for the 27 Vice-Presidential seats and an election was held Tuesday.

Eight new vice presidents were elected by the Delegates to the AFL-CIO Executive Council. The election produced the most sweeping leadership change in the Federation's history.

The Delegates also returned to office for two year terms all 19 incumbent vice presidents who had stood for re-election.

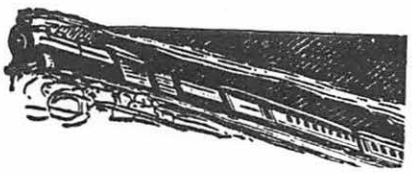
The Council now consists of the following labor officials: George Meany, president, Wm F. Schnitzler, secretary-treasurer; Walter P. Reuther, Joseph Curran, Joseph D. Keenan, Richard F. Walsh, James A. Sufferidge, Paul L. Phillips, Paul Hall, George M. Harrison, Maurice A. Hutchison, Jacob P. Potofsky, Lee W. Minton, Peter T. Schoemann, Herman D. Kenin, Harry C. Bates, David Dubinsky, A. Philip Randolph, Joseph A. Beirne, Karl F. Feller, John J. Grogan, I. W. Abel, Roy Siemiller, Anthony De Andrade, Ralph Helstein, George Burdon, Hunter Wharton, David Sullivan and Paul Jennings.

Brother Jacob F. Potofsky, president of the Amalgamated Clothing Workers of America, spoke at length on the Union Label Resolution. In order to keep our union

members employed, there must be a constant market for the things which union wage earners produce. This is basic. Look for the label when spending money earned under union contracts.

Action was taken at the convention to provide a wage increase for President Meany and through a recommendation from the Constitution Committee the Delegates approved salary increases amounting to $25,000 a year.

Many of the resolutions adopted by the National Convention made crystal clear the aim, objections and purposes of the American labor movement. Extension of labor laws protection, including a minimum wage of $2 an hour to the Nation's "working poor" not covered, broad liberalization of welfare, unemployment, social security and workmen's compensation programs, reducing the work week to 35 hours and, as a way to discourage overtime work, requiring employers to pay for it at double time.



The AFL-CIO policy on Vietnam was presented to the Delegates on Wednesday morning of the last day of the Convention. Outstanding statements were made by several vice presidents and well-informed Delegates speaking from the floor. Action was taken on a redrafted resolution because it was felt that the original resolution was "war-like!" It received unanimous approval.

The 1965 Convention of the AFL-CIO was crowded with matters of vital concern to the Nation's wage earners, and appears to be one of the most important yet held.

New Railroad Retirement Tax Rate and Tax Base for 1966 Go Into Effect

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Live A Little Longer

Hazards of Smoking

By Dr. William A. Sawyer
IAM Medical Consultant

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Question: What is chronic bronchitis?

Answer: Bronchitis is an inflammation of the air tubes to the lungs, with an excessive production of mucus and persistent coughing. In time the deep coughing and thick mucus may make it difficult to breathe. When these symptoms are present daily for at least three months, and for at least two successive years, chronic bronchitis should be suspected.

Question: What is emphysema?

Answer: Emphysema is a loss of elasticity of the millions of tiny air sacs of the lungs, where oxygen and carbon dioxide are interchanged. The lungs can no longer expand and contract easily. Emphysema is a crippling disease interfering with a sufficient supply of oxygen. It puts an increased burden on the heart which must pump the blood through the damaged lungs.

Question: Are these diseases increasing?

Answer: Deaths from chronic bronchitis and emphysema have increased eightfold in less than 20 years. Far more disturbing is the amount of sickness and disability from these diseases. In the last few years emphysema has become second only to heart disease as a cause of disability. Both diseases can lead to lifetime disability and premature death.

Question: Why in the twentieth century?

Answer: The most likely explanation for this rapid increase is something breathed into the lungs—something not common to man before this century. Scientists have studied air pollution of all kinds. Cigarette smoking is the easiest way of polluting air breathed in. The increase of cigarette smoking is remarkably similar to the increase in death and disability from chronic bronchitis and emphysema.

Question: Cigarettes? How?

Answer: Every puff of cigarette smoke contains billions of tiny unburned particles along with gases. As this mixture condenses, it produces the thick, yellow-brown liquid known as tobacco tar. When cigarette smoke is inhaled, 80 to 90 percent of the smoke remains in the body and a residue of tar builds up in the air tubes. This residue of tar penetrates deeply, causes irritation and an increase of mucus. Ordinarily, the mucus is swept up and out of the air tubes by tiny, rhymically moving hairs (cilia). Cigarette smoke paralyzes this motion and eventually destroys the cilia. The mucus and tar clog the air tubes.

By 1962, research showed that cigarettes are responsible, in part at least, for several major diseases. In addition to chronic bronchitis and emphysema, heart disease and lung cancer should be included.

In January, 1964, the Surgeon General's Committee finished the most comprehensive investigation of smoking and health ever undertaken. It involved more than a million men. The death rate from chronic bronchitis and emphysema was found to be six times greater for smokers than non-smokers. A 600 percent difference is not to be ignored. Men who began smoking before age 20, had a higher death rate than those who started later.

The death rate for chronic bronchitis and emphysema increased as consumption increased. Less than a pack a day, a 500 percent increase. More than a pack a day, an 800 percent increase. Cigarette smoking is, in fact, one of the greatest health hazards of the twentieth century. It is a hazard entirely preventable by a personal decision not to smoke.

Pick an Excuse

1. We've always done it that way.
2. That's what I thought you wanted.
3. How was I to know?
4. That's what I was told to do.
5. I thought someone else had done it.
6. Nobody told me.
7. I'm not a mind reader.
8. I've done it that way for years.
9. I didn't have time to do it.
10. That's the way we did it at review.
11. I wasn't here then.
12. I'm sorry.

COPE Report

How the Coalition Tiger Turned Into a Tabby Cat

DON'T LOOK NOW, BUT the once tigerish "coalition" is now a tabby cat, and you helped pull its claws.

The coalition is the combination of Dixiecrats and most northern Republicans in Congress that for 25 years prevented passage of liberal proposals either by defeating them outright or by cramming much weaker versions down the throats of other Congressmen anxious for some kind of bill to pass.

But its control of Congress has been broken, for the time being at least, and it was broken at the polls in 1964 when you helped elect a liberal President and an overwhelmingly liberal Congress.

The result was a flood of progressive legislation in 1965 some of which had been dammed up for years—medicare, aid to education, dramatic Social Security improvements, public works, housing war on poverty, regional development, voting rights, air and water pollution control, aid to cities, and a host of other major bills.

The degree of the coalition's collapse and inability to wreck good proposals in 1965 is seen from these few statistics: In 1961 and 1962 it was still strong enough to win 55 and 62 percent of its battles respectively in opposition to President Kennedy's New Frontier programs. In the House alone in 1961, the coalition won on 74 percent of the roll call votes where it opposed the President, according to Congressional Quarterly.

Last year, 1965, the coalition's winning percentage plummeted to 33 percent, lowest ever, and in situations where the coalition directly challenged President Johnson's proposals, the President was the winner 84 percent of the time.

There are three key reasons for the coalition's descent into futility. The big one is the great liberal electoral victory of 1964 when your votes—and your dollars for COPE-helped send 51 new liberals to the House.

Another has been the slow but steady increase over the past few years of southern liberals elected to House and Senate—men like Reps. Grider and Anderson of Tennessee, Sen. Ross Bass, also of Tennessee, Rep. Claude Pepper of Florida, and others like them from other southern states.

A third crucial factor, made possible by the others, has been the gradual liberalizing of the House Rules Committee and the accompanying loss of power of Rules Chairman Howard Smith (Va.). The Rules Committee is the traffic cop of the House, and as police chief, Smith for years was able to flash the red light on any legislation he opposed.

So the coalition has been de-clawed. But it can grow new claws as quick as it takes to say "Election day." Whether or not the one-time tiger remains a tabby cat is up to you and other union members, and your families.

The same power the coalition lost in November, 1964, can be regained election day November, 1966. And tradition is in its favor—the tradition of off-year congressional losses by the party in power. Another thing in its favor is the large number of liberals who will be running without President Johnson's coat-tails to hang onto, many of them in normally conservative districts.

If the coalition climbs back into the driver's seat, it's the end of the road for liberal legislation for a while. It can be kept in the back seat only if we can re-elect our friends to Congress this year.

Have you given your buck to COPE? Will you be sure to register and vote?

Contact RRB Field Officers to Apply for Medicare

IT NEEDS TO BE UNDERstood that for full and prompt eligibility for all Medicare benefits, two actions are necessary:

- Eligibility for the basic hospital benefits must be established.
- Timely enrollment must be made for supplemental medical benefits and the premiums paid as directed.

Hospital benefits

There are no time limits on the action to establish eligibility for basic hospital benefits, but without action prior to July 1, 1966, there can be delay in obtaining hospital benefits. Establishment of eligibility will produce an identification card that will be accepted by hospitals as initial proof of eligibility. Without it, action at the time of hospitalization would be necessary to supply the Railroad Retirement Board or the Social Security Administration with proof of age and other information that would show entitlement to railroad retirement or social security benefits (in the case of railroad employes, 10 or more years of service).

For those **on the benefit rolls** of the Railroad Retirement Board, the establishment of eligibility is automatic. Even if they do not sign up for supplemental medical benefits, they will get an identification card.

For those **not on the benefit rolls,** the establishment of eligibility for railroad employes involves the completion of forms AA-101 or AA-103, the latter for wives. Action in the RRB field office assists in correct completion of these forms. It develops proofs of railroad service and age and relationship of wives, and any other persons who may not directly be eligible for benefits under the Railroad Retirement Act but could be included under the overall minimum guarantee. As a part of the action in field offices, the employe or wife makes the choice for supplemental medical benefits.

Supplemental medical benefits

There are **time limits** for the enrollment for supplemental medical benefits.

The interests of those on the benefit rolls in prompt action are well protected. They have already received an "enrollment kit," which includes an explanatory leaflet, return envelope, and enrollment card.

The interests of applicants for an

annuity or wife's benefit are well protected. When new applications are taken by the Railroad Retirement Board, sign up for supplemental medical benefits is made on RRB's form G-44.

There is a problem with those not on the rolls. Of the 40,000 (including wives) who should act, only 7,000 have so far acted to establish eligibility for basic benefits, and to enroll for supplemental medical benefits. This group, not on the benefit rolls, is the one who most need to get the message to act now.

Complete information needed by employes

At the time of enrollment action for supplemental medical benefits, the employe is given complete information about Medicare by the Railroad Retirement Board field office. Discussions with employes about Medicare benefits may take 15 to 20 minutes. Employes ask a wide variety of questions. Many of them have insurance policies that cover some of the same benefits, and they want enough information about Medicare to decide whether to keep them or not. The point is strongly made that Medicare benefits are not available until July 1, 1966, so they won't prematurely cancel out on insurance policies. Some employes have relatives not insured under either RRA or SSA, and they want to know about how they become entitled under Medicare. The exclusions and limitations of Medicare are of interest. Some of these exclusions and limitations are not readily apparent in written material. Expectations from Medicare can be too great, and sometimes too little, and the interests of the employe not well served unless they get all the needed information.

Service of Board offices readily available

Railroad Retirement Board offices are not having any difficulty arranging to sign up for Medicare those people who are working. A letter or call to the nearest Board office will set up these arrangements. In the remote circumstances that a suitable time and place cannot be arranged, the Board will provide the papers (AA-101—AA-103) to the applicant for mailing back to the field office. The field office will review them and get any additional information needed—proofs, claim for prior service, etc.

Forms completed by employes themselves can produce a large amount of correspondence. In connection with the sign up for supplemental medical benefits from those on the rolls, which is a relatively simple action, the Board receives thousands of letters. They get many improperly completed forms. Some people send the premium payment in with the sign-up card, an action which is not necessary at this time.

A sign-up card sent to the Board even with proof of age requires the Board to initiate, through other means, the action required for processing the application. Returned forms AA-101 and AA-103, with service, age, relationship, etc. completely developed by a field office, can be directly processed.

With the time there is available between now and March 31 (the time limit for those 65 before January 1), once people get the message, they will want to take complete action on Medicare by contacting a Railroad Retirement Board field office.

Supreme Court Stresses NRAB Authority

NRAB Interpretation of a Contract is Binding. Only the Amount of the Board's Money Award is Subject to Judicial Review

By Gerald Orndorff
Vice-President

ADDING TO THE WOES OF our Organization and others are those railroads that refuse to apply National Railroad Adjustment Board Awards in favor of the Employes. This attitude on the part of the offending railroads is encouraged by the fact that the courts, when enforcement proceeding are initiated by the Organization, are prone to grant the defendant a trial de novo, which means a complete new trial with no limitation as to the evidence brought in by the defendant. A Federal District Court has held that:

"* While the plaintiff argues that this is a burden to the plaintiff, this court cannot sustain plaintiff's objections to the introduction of pertinent evidence by the Railroad. The suit to enforce is much more than a mere review of the Board's award. It is a new hearing, a trial de novo. To allow the defendant a second chance to present evidence, particularly evidence which was not presented to the Board, would seem to have been the congressional intent and will not be thwarted by the courts in a seeming attempt to do alleged justice. ***"**

The number of cases where the Employees have prevailed in de novo proceedings is far from illustrious.

A correction of the situation seems imminent in a recent U.S. Supreme Court decision in the case of Gunther v. San Diego & Arizona Eastern Railway Company. The full text of the Opinion follows:

F. J. Gunther, Petitioner, v San Diego & Arizona Eastern Railway Company. On Writ of Certiorarie to the United States Court of Appeals for the Ninth Circuit.

(December 8, 1965.)

Mr. Justice Black delivered the opinion of the Court.

The petitioner Gunther worked as a fireman for respondent railroad for eight years, from 1916 to

1924, and as an engineer for 30 years, from 1924 until December 30, 1954. On that date, shortly after his seventy-first birthday, he was removed from active service because of an alleged physical disability. The railroad's action was taken on the basis of reports made by its physicians, after physical examinations of petitioner, that in their opinion he was no longer physically qualified to work as a locomotive engineer because his "heart was in such condition that he would be likely to suffer an accute coronary episode." Dissatisfied with the railroad doctors' findings, Mr. Gunther went to a recognized specialist who, after examination, concluded that petitioner was qualified physically to continue work as an engineer. On the basis of this report petitioner requested the railroad to join him in the selection of a three-doctor board to re-examine his physical qualifications for return to service. The railroad refused. This disagreement led to prolonged litigation which has reached us 11 years after the controversy arose.

When the railroad refused to appoint a new board of doctors to re-examine petitioner or to restore him to service, he filed a claim for reinstatement and back pay with the Railroad Adjustment Board, which was created by *3 of the Railway Labor Act1 to adjust, among other things, disputes of railroads and their employees "growing out of grievances or out of the interpretation or application of agreements concerning . . . rules, or working conditions . . . ."2 The Adjustment Board, over the protests of the railroad, decided it had jurisdiction of the grievance and then referring to past practice in similar cases, proceeded, as its findings show, to appoint a committee of three qualified physicians, to re-examine petitioner, "one chosen by carrier and one by the employe and the third by the two so selected, for the purpose of determining the facts as to claimant's disability and the propriety of his removal from service . . . ." Subsequently, this committee of doctors examined petitioner and decided by a majority vote that he was physically qualified to act as an engineer, contrary to the prior findings of the railroad's doctors. Upon the basis of these findings the Adjustment Board decided that the railroad had been wrong in disqualifying petitioner for service and sustained his claim "for reinstatement with back pay for all time lost from October 15, 1955 . . . ." The railroad refused to comply with the Board's order and petitioner as authorized by the Act3 filed this action in a district court of the United States for an appropriate court order to enforce the Adjustment Board's award. After hearings the District Court, in its third opinion in the case, held the award erroneous and refused to enforce it.4 The District Court's refusal was based on its conclusion that there were no express or implied provisions in the collective bargaining contract which in the court's judgment limited in any way what it found to be the absolute right of the railroad, in absence of such provisions, to remove petitioner from active service whenever its physicians found in good faith "that plaintiff was physically disqualified from such service." The Court of Appeals affirmed, agreeing with the interpretation put upon the contract by the District Court, and thereby rejected the Board's interpretation of the contract and its decision on the merits of the dispute. 336 F. 2d 543. We granted certiorari because the holding of the two courts below seemed, in several respects, to run counter to the requirements of the Railway Labor Act as we have construed it. —— U.S. ——.

I. Section 3 First (i) of the Railway Labor Act provides that "disputes between an employe or group of employes and a carrier or carriers growing out of grievances or out of the interpretation or application of agreements" are to be handled by the Adjustment Board. In *3 Congress has established an expert body to settle "minor" grievances like petitioner's which arise from day-to-day in the railroad industry. The Railway Adjustment Board, composed equally of representatives of management and labor is peculiarly familiar with the thorny problems and the whole range of grievances that constantly exist in the railroad world. Its membership is in daily contact with workers and employers, and knows the industry's language, customs, and practices. See *Slocum v. Delaware L. & W. R. Co.*, 339 U.S. 239, 243-244. The Board's decision here fairly read shows that it construed the collective bargaining provisions which secured seniority rights, together with other provisions of the contract, as justifying an interpretation of the contract guaranteeing to petitioner "priority in service according to his seniority and pursuant to the agreement so long as he is physically qualified." The District Court, whose opinion was affirmed by the Court of Appeals, however, refused to accept the Board's interpretation of this contract. Paying strict attention only to the bare words of the contract and invoking old common-law rules for the interpretation of private employment contracts, the District Court found nothing in the agreement restricting the railroad's right to remove its employees for physical disability upon the good-faith findings of disability by its own physicians. Certainly it cannot be said that the Board's interpretation was wholly baseless and completely without reason. We hold that the District Court and the Court of Appeals as well went beyond their province in rejecting the Adjustment Board's interpretation of this railroad collective bargaining agreement. As hereafter pointed out Congress, in the Railway Labor Act, invested the Adjustment Board with the broad power to arbitrate grievances and plainly intended that interpretation of these controversial provisions should be submitted for the decision of railroad men, both workers and management, acting on the Adjustment Board with their long experience and accepted expertise in this field.

II. The courts below were also of the opinion that the Board went beyond its jurisdiction in appointing a medical board of three physicians to decide for it the question of fact relating to petitioner's physical qualifications to act as an engineer. We do not agree. The Adjustment Board, of course, is not limited to common-law rules of evidence in obtaining information. The medical board was composed of three doctors, one of whom was appointed by the company, one by petitioner, and the third by these two doctors. This not only seems an eminently fair method of selecting doctors to perform this medical task but it appears from the record that it is commonly used in the railroad world for the very purpose it was used here. In fact the record shows that under respondent's present collective bargaining agreement with its engineers provision is made for determining a dispute precisely like the one before us by the appointment of a board of doctors in precisely the manner the Board used here. This Court has said that the Railway Labor Act's "provisions dealing with the Adjustment Board were to be considered as compulsory

arbitration in this limited field."5 On a question like the one before us here, involving the health of petitioner, and his physical ability to operate an engine, arbitrators would probably find it difficult to find a better method for arriving at the truth than by the use of doctors selected as these doctors were. We reject the idea that the Adjustment Board in some way breached its duty or went beyond its power in relying as it did upon the finding of this board of doctors.

III. Section 3 First (m) provides that Adjustment Board awards "shall be final and binding upon both parties to the dispute, except in so far as they shall contain a money award."6 The award of the Board in this case, based on the central finding that petitioner was wrongfully removed from service is two-fold, consisting both of an order of reinstatement and the money award for lost earnings. Thus there arises the question of whether the District Court may open up the Board's finding on the merits that the railroad wrongfully removed petitioner from his job merely because one part of the Board's order contained a money award. We hold it cannot. This Court time and again has emphasized and re-emphasized that Congress intended minor grievances of railroad workers to be decided finally by the Railway Adjustment Board. In *Brotherhood of Railroad Trainmen et al. v. Chicago River & Indiana R. Co.,* 353 U.S. 31, the Court gave a Board decision the same finality that a decision of arbitrators would have. In *Union Pacific R. Co. v Price,* 360 U.S. 601, the Court discussed the legislative history of the Act at length and pointed out that it "was designed for effective and final decision of grievances which arise daily" and that its "statutory scheme cannot realistically be squared with the contention that Congress did not purpose to foreclose litigation in the courts over grievances submitted to and disposed of by the Board . . . ." 360 U.S., at 616. Also in *Locomotive Engineers v. Louisville & Nashville R. Co.,* 373 U.S. 33, the Court said that prior decisions of this Court had made it clear that the Adjustment Board provisions were to be considered as "compulsory arbitration in this limited field," p. 40, "the complete and final means for settling minor disputes," p. 40, "the complete and final means for settling minor disputes," p. 39, and "a mandatory, exclusive, and comprehensive system for resolving grievance disputes." P. 38.

The Railway Labor Act as construed in the foregoing and other opinions of this Court does not allow a federal district court to review an Adjustment Board's determination of the merits of a grievance merely because a part of the Board's award, growing from its determination on the merits, is a money award. The basic grievance here—that is, the complaint that petitioner has been wrongfully removed from active service as an engineer because of health—has been finally, completely, and irrevocably settled by the Adjustment Board's decision. Consequently, the merits of the wrongful removal issue as decided by the Adjustment Board must be accepted by the District Court.

IV. There remains the question of further proceedings in this case with respect to the money aspect of the Board's award. The Board did not determine the amount of back pay due petitioner on account of his wrongful removal from service. It merely sustained petitioner's claim for "reinstatement with pay for all time lost from October 15, 1955." Though the Board's finding on the merits of the wrongful discharge must be accepted by the District Court, it has power under the Act to determine the size of that money award. The distinction between court review of the merits of a grievance and the size of the money award was drawn in *Locomotive Engineers v. Louisville & Nashville R. Co., supra,* at pp. 40-41, when it was said that the computation of a time-lost award is "an issue wholly separable from the merits of the wrongful discharge issue." On this separable issue the District Court may determine in this action how much time has been lost by reason of the wrongful removal of petitioner from active service, and any proper issues that can be raised with reference to the amount of money necessary to compensate for the time lost. In deciding this issue as to how much money petitioner will be entitled to receive because of lost time, the District Court will bear in mind the fact that the decision on the merits of the wrongful removal issue related to the time when the Board heard and decided the case. Eleven years have elapsed since that time, long enough for many changes to have occurred in connection with petitioner's health. This would, of course, be relavant in determining the amount of money to be paid him in a lawfuit which can, as the statute provides, proceed on this separable issue "in all respects as other civil suits" where damages must be determined.

The judgments of the courts below are reversed and the cause is remanded to the District Court for considerations not inconsistent with this opinion.

Reversed and remanded.

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1 48 Stat. 1185, 45 U.S.C. *151 *et seq.*

2 Section 3 First (i), 48 Stat. 1191, 45 U.S.C. *153 (i). This section also provides that disputes between railroad employes and their employers "failing to reach an adjustment . . . may be referred by petition of the parties or by either party to the appropriate division of the Adjustment Board with a full statement of the facts and all supporting data bearing upon the disputes."

3 Section 3 First (p), 48 Stat. 1192, 45 U.S.C. *153 (p) provides: "If a carrier does not comply with an order of a division of the Adjustment Board within the time limit in such order, the petitioner . . . may file in the District Court of the United States for the district in which he resides or in which is located the principal operating office of the carrier . . . a petition setting forth briefly . . . the order of the division of the Adjustment Board in the premises. Such suit in the District Court of the United States shall proceed in all respects as other civil suits except that on the trial of such suit the findings and order of the division of the Adjustment Board shall be prima facie evidence of the facts therin stated . . . The district courts are empowered, under the rules of the court governing actions at law, to make such order and enter such judgment, by writ of mandamus or otherwise, as may be appropriate to enforce or set aside the order of the division of the Adjustment Board."

4 192 F. Supp. 882, 198 F. Supp 402. The third opinion written by the court is not reported.

5 *Brotherhood of Railroad Trainmen et al. v. Chicago River & Indiana R. Cos.,* 353, U.S. 31, 39.

6 48 Stat. 1191, 45 U.S.C. *153 (m).

ed during the 30 calendar day period shall, for the purpose of this agreement, be the number of hours on duty during that period, exclusive of overtime, divided by eight;

(d) Sleeping, dining and parlour car service employes in spare service shall not be governed by the provisions of Clauses (b) or (c) of this Section 2 but, in addition to meeting the requirements of Clause (a), must have been in service or available from the spare board for such service as may be required for at least 15 calendar days during the 30 calendar day period immediately preceding the general holiday;

(e) Where Signal, Telegraph or Maintenance of Way gangs, otherwise continuously employed are closed down for the Christmas and New Year's holidays to allow employes to return to their homes, and where employes so affected are, by mutual arrangement and as a consequence of such close down, required by the Company to work additional days over and above their normal work week prior to such close down, the additional days so worked will be recognized as shifts or tours of duty for which the employe is entitled to wages in the application of this Clause (c). Where such close down occurs and the Company does not require the employes to work additional days as a consequence thereof, the number of working days in the period of close down will be credited in the application of Clause (c).

3. A qualified employe whose vacation period coincides with any of the general holidays specified in Section 1 hereof shall receive an extra day's vacation with the pay to which the employe is entitled for that general holiday.

4. An employe who does not qualify under Section 2 with respect to pay for a general holiday and who is required by the Company to work on that day shall be paid in accordance with the provisions of the applicable collective agreement.

5. (1) (a) An assigned employe qualified under Section 2 hereof and who is not required to work on a general holiday shall be paid eight hours' pay at the straight time rate of his regular assignment.

(b) An unassigned or spare employee qualified under Section 2 hereof and who is not required to work on a general holiday shall be paid eight hours' pay at the straight time rate applicable to the position in which such employe worked his last tour of duty prior to the general holiday.

NOTE:

1. For mileage-rated truck drivers, the day's pay under this Agreement shall be miles specified in the present agreement at the applicable mileage rate.

2. In the application of this Section 5(1) for monthly-rated employes "eight hours' pay at the straight time rate" shall be deemed to be a day's pay as calculated according to Clause 7 of this Agreement.

5. (2) An employe qualified under Section 2 hereof and who is required to work on a general holiday shall, at the option of the Company,

(a) be paid, in addition to the pay provided in Subsection (1) hereof, at a rate equal to one and one-half times his regular rate of wages for the actual hours worked by him on that holiday with a minimum of two hours and forty minutes for which two hours and forty minutes service may be required but an employe called for a specific purpose shall not be required to perform routine work to make up such minimum time. When more than one shift is worked by an employe on a general holiday, the provisions of this Clause (a) shall apply to the first shift only. For sleeping, dining and parlour car service employes the time and one-half rate referred to in this clause shall apply only to the first eight hours of duty on the recognized general holiday;

or

(b) be paid for work performed by him on the holiday in accordance with the provisions of the applicable collective agreement with a minimum of four hours at the pro rata rate for which the equivalent hours of service may be required but employes called for a specific purpose shall not be required to perform routine work to make up such minimum time and, in addition, shall be given a holiday with pay on the first calendar day on which the employe is not entitled to wages following the holiday; pay for such holiday shall be eight hours at the straight time rate of the position worked on the holiday; for sleeping, dining and parlour car service employes the first day of layover following the holiday shall be recognized as the holiday with pay under this Clause (b);

NOTE: This Clause (2) (b) shall not be applicable in respect of New Year's Day, Dominion Day, Labour Day and Christmas Day, to section foremen, bridge & building foremen, or foremen of extra gangs engaged practically all the year round, who are working as such at the time, and who have three or more years seniority as section foremen, bridge & building foremen or extra gang foremen.

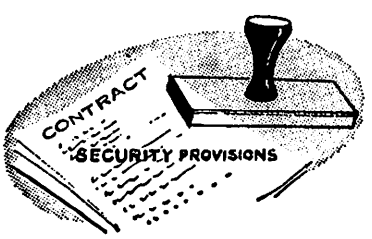
(c) Where an employe is paid a monthly guarantee for a specified number of hours per month, the holiday with pay allowed under Clause (b) of this Section 5 (2) shall be paid in addition to the regular monthly compensation.

6. Shifts or tours of duty commencing between 12:00 midnight on the eve of the general holiday and 11:59 p.m. on the night of the general holiday, both times inclusive, shall be considered as work on that holiday.

7. Broken time for monthly rated employes shall be computed on the basis of the number of calendar days in the month, less assigned rest days.

Signed at Montreal, Quebec, this 16th day of December, 1965.

Give...so more will live
HEART FUND



Letter of Understanding Reached with CNR

This will confirm the understanding reached at yesterday's meeting that, notwithstanding the

annuity or wife's benefit are well protected. When new applications are taken by the Railroad Retirement Board, sign up for supplemental medical benefits is made on RRB's form G-44.

There is a problem with those not on the rolls. Of the 40,000 (including wives) who should act, only 7,000 have so far acted to establish eligibility for basic benefits, and to enroll for supplemental medical benefits. This group, not on the benefit rolls, is the one who most need to get the message to act now.

Complete information needed by employes

At the time of enrollment action for supplemental medical benefits, the employe is given complete information about Medicare by the Railroad Retirement Board field office. Discussions with employes about Medicare benefits may take 15 to 20 minutes. Employes ask a wide variety of questions. Many of them have insurance policies that cover some of the same benefits, and they want enough information about Medicare to decide whether to keep them or not. The point is strongly made that Medicare benefits are not available until July 1, 1966, so they won't prematurely cancel out on insurance policies. Some employes have relatives not insured under either RRA or SSA, and they want to know about how they become entitled under Medicare. The exclusions and limitations of Medicare are of interest. Some of these exclusions and limitations are not readily apparent in written material. Expectations from Medicare can be too great, and sometimes too little, and the interests of the employe not well served unless they get all the needed information.

Service of Board offices readily available

Railroad Retirement Board offices are not having any difficulty arranging to sign up for Medicare those people who are working. A letter or call to the nearest Board office will set up these arrangements. In the remote circumstances that a suitable time and place cannot be arranged, the Board will provide the papers (AA-101—AA-103) to the applicant for mailing back to the field office. The field office will review them and get any additional information needed—proofs, claim for prior service, etc.

Forms completed by employes themselves can produce a large amount of correspondence. In connection with the sign up for supplemental medical benefits from those on the rolls, which is a relatively simple action, the Board receives thousands of letters. They get many improperly completed forms. Some people send the premium payment in with the sign-up card, an action which is not necessary at this time.

A sign-up card sent to the Board even with proof of age requires the Board to initiate, through other means, the action required for processing the application. Returned forms AA-101 and AA-103, with service, age, relationship, etc. completely developed by a field office, can be directly processed.

With the time there is available between now and March 31 (the time limit for those 65 before January 1), once people get the message, they will want to take complete action on Medicare by contacting a Railroad Retirement Board field office.

Supreme Court Stresses NRAB Authority

NRAB Interpretation of a Contract is Binding. Only the Amount of the Board's Money Award is Subject to Judicial Review

By Gerald Orndorff
Vice-President

ADDING TO THE WOES OF our Organization and others are those railroads that refuse to apply National Railroad Adjustment Board Awards in favor of the Employes. This attitude on the part of the offending railroads is encouraged by the fact that the courts, when enforcement proceeding are initiated by the Organization, are prone to grant the defendant a trial de novo, which means a complete new trial with no limitation as to the evidence brought in by the defendant. A Federal District Court has held that:

"* While the plaintiff argues that this is a burden to the plaintiff, this court cannot sustain plaintiff's objections to the introduction of pertinent evidence by the Railroad. The suit to enforce is much more than a mere review of the Board's award. It is a new hearing, a trial de novo. To allow the defendant a second chance to present evidence, particularly evidence which was not presented to the Board, would seem to have been the congressional intent and will not be thwarted by the courts in a seeming attempt to do alleged justice. ***"**

The number of cases where the Employees have prevailed in de novo proceedings is far from illustrious.

A correction of the situation seems imminent in a recent U.S. Supreme Court decision in the case of Gunther v. San Diego & Arizona Eastern Railway Company. The full text of the Opinion follows:

F. J. Gunther, Petitioner, v San Diego & Arizona Eastern Railway Company. On Writ of Certiorarie to the United States Court of Appeals for the Ninth Circuit.

(December 8, 1965.)

Mr. Justice Black delivered the opinion of the Court.

The petitioner Gunther worked as a fireman for respondent railroad for eight years, from 1916 to

1924, and as an engineer for 30 years, from 1924 until December 30, 1954. On that date, shortly after his seventy-first birthday, he was removed from active service because of an alleged physical disability. The railroad's action was taken on the basis of reports made by its physicians, after physical examinations of petitioner, that in their opinion he was no longer physically qualified to work as a locomotive engineer because his "heart was in such condition that he would be likely to suffer an accute coronary episode." Dissatisfied with the railroad doctors' findings, Mr. Gunther went to a recognized specialist who, after examination, concluded that petitioner was qualified physically to continue work as an engineer. On the basis of this report petitioner requested the railroad to join him in the selection of a three-doctor board to re-examine his physical qualifications for return to service. The railroad refused. This disagreement led to prolonged litigation which has reached us 11 years after the controversy arose.

When the railroad refused to appoint a new board of doctors to re-examine petitioner or to restore him to service, he filed a claim for reinstatement and back pay with the Railroad Adjustment Board, which was created by *3 of the Railway Labor Act1 to adjust, among other things, disputes of railroads and their employees "growing out of grievances or out of the interpretation or application of agreements concerning . . . rules, or working conditions . . . ."2 The Adjustment Board, over the protests of the railroad, decided it had jurisdiction of the grievance and then referring to past practice in similar cases, proceeded, as its findings show, to appoint a committee of three qualified physicians, to re-examine petitioner, "one chosen by carrier and one by the employe and the third by the two so selected, for the purpose of determining the facts as to claimant's disability and the propriety of his removal from service . . . ." Subsequently, this committee of doctors examined petitioner and decided by a majority vote that he was physically qualified to act as an engineer, contrary to the prior findings of the railroad's doctors. Upon the basis of these findings the Adjustment Board decided that the railroad had been wrong in disqualifying petitioner for service and sustained his claim "for reinstatement with back pay for all time lost from October 15, 1955 . . . ." The railroad refused to comply with the Board's order and petitioner as authorized by the Act3 filed this action in a district court of the United States for an appropriate court order to enforce the Adjustment Board's award. After hearings the District Court, in its third opinion in the case, held the award erroneous and refused to enforce it.4 The District Court's refusal was based on its conclusion that there were no express or implied provisions in the collective bargaining contract which in the court's judgment limited in any way what it found to be the absolute right of the railroad, in absence of such provisions, to remove petitioner from active service whenever its physicians found in good faith "that plaintiff was physically disqualified from such service." The Court of Appeals affirmed, agreeing with the interpretation put upon the contract by the District Court, and thereby rejected the Board's interpretation of the contract and its decision on the merits of the dispute. 336 F. 2d 543. We granted certiorari because the holding of the two courts below seemed, in several respects, to run counter to the requirements of the Railway Labor Act as we have construed it. —— U.S. ——.

I. Section 3 First (i) of the Railway Labor Act provides that "disputes between an employe or group of employes and a carrier or carriers growing out of grievances or out of the interpretation or application of agreements" are to be handled by the Adjustment Board. In *3 Congress has established an expert body to settle "minor" grievances like petitioner's which arise from day-to-day in the railroad industry. The Railway Adjustment Board, composed equally of representatives of management and labor is peculiarly familiar with the thorny problems and the whole range of grievances that constantly exist in the railroad world. Its membership is in daily contact with workers and employers, and knows the industry's language, customs, and practices. See *Slocum v. Delaware L. & W. R. Co.*, 339 U.S. 239, 243-244. The Board's decision here fairly read shows that it construed the collective bargaining provisions which secured seniority rights, together with other provisions of the contract, as justifying an interpretation of the contract guaranteeing to petitioner "priority in service according to his seniority and pursuant to the agreement so long as he is physically qualified." The District Court, whose opinion was affirmed by the Court of Appeals, however, refused to accept the Board's interpretation of this contract. Paying strict attention only to the bare words of the contract and invoking old common-law rules for the interpretation of private employment contracts, the District Court found nothing in the agreement restricting the railroad's right to remove its employees for physical disability upon the good-faith findings of disability by its own physicians. Certainly it cannot be said that the Board's interpretation was wholly baseless and completely without reason. We hold that the District Court and the Court of Appeals as well went beyond their province in rejecting the Adjustment Board's interpretation of this railroad collective bargaining agreement. As hereafter pointed out Congress, in the Railway Labor Act, invested the Adjustment Board with the broad power to arbitrate grievances and plainly intended that interpretation of these controversial provisions should be submitted for the decision of railroad men, both workers and management, acting on the Adjustment Board with their long experience and accepted expertise in this field.

II. The courts below were also of the opinion that the Board went beyond its jurisdiction in appointing a medical board of three physicians to decide for it the question of fact relating to petitioner's physical qualifications to act as an engineer. We do not agree. The Adjustment Board, of course, is not limited to common-law rules of evidence in obtaining information. The medical board was composed of three doctors, one of whom was appointed by the company, one by petitioner, and the third by these two doctors. This not only seems an eminently fair method of selecting doctors to perform this medical task but it appears from the record that it is commonly used in the railroad world for the very purpose it was used here. In fact the record shows that under respondent's present collective bargaining agreement with its engineers provision is made for determining a dispute precisely like the one before us by the appointment of a board of doctors in precisely the manner the Board used here. This Court has said that the Railway Labor Act's "provisions dealing with the Adjustment Board were to be considered as compulsory

arbitration in this limited field."5 On a question like the one before us here, involving the health of petitioner, and his physical ability to operate an engine, arbitrators would probably find it difficult to find a better method for arriving at the truth than by the use of doctors selected as these doctors were. We reject the idea that the Adjustment Board in some way breached its duty or went beyond its power in relying as it did upon the finding of this board of doctors.

III. Section 3 First (m) provides that Adjustment Board awards "shall be final and binding upon both parties to the dispute, except in so far as they shall contain a money award."6 The award of the Board in this case, based on the central finding that petitioner was wrongfully removed from service is two-fold, consisting both of an order of reinstatement and the money award for lost earnings. Thus there arises the question of whether the District Court may open up the Board's finding on the merits that the railroad wrongfully removed petitioner from his job merely because one part of the Board's order contained a money award. We hold it cannot. This Court time and again has emphasized and re-emphasized that Congress intended minor grievances of railroad workers to be decided finally by the Railway Adjustment Board. In *Brotherhood of Railroad Trainmen et al. v. Chicago River & Indiana R. Co.,* 353 U.S. 31, the Court gave a Board decision the same finality that a decision of arbitrators would have. In *Union Pacific R. Co. v Price,* 360 U.S. 601, the Court discussed the legislative history of the Act at length and pointed out that it "was designed for effective and final decision of grievances which arise daily" and that its "statutory scheme cannot realistically be squared with the contention that Congress did not purpose to foreclose litigation in the courts over grievances submitted to and disposed of by the Board . . . ." 360 U.S., at 616. Also in *Locomotive Engineers v. Louisville & Nashville R. Co.,* 373 U.S. 33, the Court said that prior decisions of this Court had made it clear that the Adjustment Board provisions were to be considered as "compulsory arbitration in this limited field," p. 40, "the complete and final means for settling minor disputes," p. 40, "the complete and final means for settling minor disputes," p. 39, and "a mandatory, exclusive, and comprehensive system for resolving grievance disputes." P. 38.

The Railway Labor Act as construed in the foregoing and other opinions of this Court does not allow a federal district court to review an Adjustment Board's determination of the merits of a grievance merely because a part of the Board's award, growing from its determination on the merits, is a money award. The basic grievance here—that is, the complaint that petitioner has been wrongfully removed from active service as an engineer because of health—has been finally, completely, and irrevocably settled by the Adjustment Board's decision. Consequently, the merits of the wrongful removal issue as decided by the Adjustment Board must be accepted by the District Court.

IV. There remains the question of further proceedings in this case with respect to the money aspect of the Board's award. The Board did not determine the amount of back pay due petitioner on account of his wrongful removal from service. It merely sustained petitioner's claim for "reinstatement with pay for all time lost from October 15, 1955." Though the Board's finding on the merits of the wrongful discharge must be accepted by the District Court, it has power under the Act to determine the size of that money award. The distinction between court review of the merits of a grievance and the size of the money award was drawn in *Locomotive Engineers v. Louisville & Nashville R. Co., supra,* at pp. 40-41, when it was said that the computation of a time-lost award is "an issue wholly separable from the merits of the wrongful discharge issue." On this separable issue the District Court may determine in this action how much time has been lost by reason of the wrongful removal of petitioner from active service, and any proper issues that can be raised with reference to the amount of money necessary to compensate for the time lost. In deciding this issue as to how much money petitioner will be entitled to receive because of lost time, the District Court will bear in mind the fact that the decision on the merits of the wrongful removal issue related to the time when the Board heard and decided the case. Eleven years have elapsed since that time, long enough for many changes to have occurred in connection with petitioner's health. This would, of course, be relavant in determining the amount of money to be paid him in a lawfuit which can, as the statute provides, proceed on this separable issue "in all respects as other civil suits" where damages must be determined.

The judgments of the courts below are reversed and the cause is remanded to the District Court for considerations not inconsistent with this opinion.

Reversed and remanded.

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1 48 Stat. 1185, 45 U.S.C. *151 *et seq.*

2 Section 3 First (i), 48 Stat. 1191, 45 U.S.C. *153 (i). This section also provides that disputes between railroad employes and their employers "failing to reach an adjustment . . . may be referred by petition of the parties or by either party to the appropriate division of the Adjustment Board with a full statement of the facts and all supporting data bearing upon the disputes."

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4 192 F. Supp. 882, 198 F. Supp 402. The third opinion written by the court is not reported.

5 *Brotherhood of Railroad Trainmen et al. v. Chicago River & Indiana R. Cos.,* 353, U.S. 31, 39.

6 48 Stat. 1191, 45 U.S.C. *153 (m).

SHANTY BANTER

PERFECT HOST

Guest: "It's late. Maybe we should go home. Hope we haven't kept you up too late."

Host: "No need to leave now. We usually get up at this time."

THAT'S THIRTY!

"What is your profession?" asked the cannibal chief."

"I was editor of my company paper," I replied.

"Good!" smiled the cannibal chief. "Tomorrow you be editor in chief."

The nice thing about a dull party is that you get home at a decent hour.

GUILTY, BUT HONEST

The principal was extremely annoyed by two boys in the assembly hall who were whispering rather than listening to the guest speaker.

Just before dismissal, the principal made this announcement: "I expect the two boys who have been creating a disturbance to come to my office at the end of school and to apologize for their lack of good manners.

At the end of the last period, 32 boys were lined up in front of the principal's office.

R.I.P.

Here's to the Iron Curtain. May it rust in peace.

EMPTY HANDED TOO

Boss: "I can use you. I'll make you my right-hand man."

Loafer: "Sorry, boss. I'm left-handed."

Only those who can control their desires are free.

TWO VIEWS

Lady to new maid: "I forgot to ask you if you had any religious views?"

New maid: "No ma'am! But I've got some beautiful snapshots of Niagara Falls and Lake Wikkebranmussi."

Some folks can stay longer in an hour than others can in a week.

FATHER KNOWS BEST

"Please, Dad, won't you help me with my homework?"

"No, Son, sorry. It just wouldn't be right."

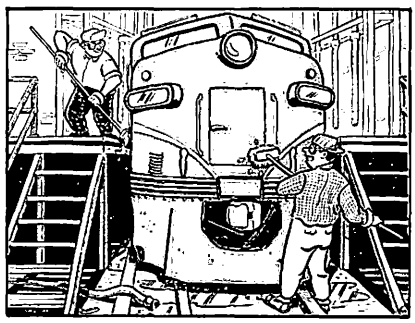
"I was just hoping you knew something about it."

If you find yourself in shadows, can light be far away?

COIN SHORTAGE NOTED

"Girls don't interest me. I prefer the company of fellows."

"Sure. I know exactly what you mean. I don't have an extra money either."



"I can't believe the railroads are too bad off as long as they keep buying up stock to control more companies!"

CAN'T WIN

The department store was jammed with shoppers seeking bargains during the month-end clearance sale.

One rather harassed mother had her hands full looking at price tags as well as keeping her seven little darlings from wrecking the store.

The floor walker approached her after one of the children removed all the sweaters from a showcase and crawled into the case to play with the light bulbs.

"Madam," sneered the floor walker, "would it not have been a good idea to leave half your brood at home in care of the oldest child?"

"I did!" was the mother's bitter reply.

A cheap but top rate computer is the one between your ears.

HOW NOT TO INFLUENCE

A bit-too-friendly salesman bounced into his bus seat next to a sweet young thing who definitely was not impressed.

"Hi. My name is Fred Baskins," he said proudly.

"Mine is not!" she retorted.

Where there would be economy, there must be efficiency.

MATH WIZARD

"John, name five animals that give milk."

"Goats, yaks, llamas, and two cows."

DEAR UNCLE $AM

Teacher, in geography class: "Where is the capital of the United States?"

Junior: "All over the world."

ATTENTION — GIRLS!

If at first you don't succeed, try a cry again.

CALLING DR. ZORBA

Psychiatrist: "Do you have trouble making up your mind?"

Patient: "Well—yes and no."

news from Canada

Agreement Reached on Statutory Holidays

THE NON-OP NEGOTIATING Committee reached agreement with the Railways on December 16, 1965 on rules to govern on statutory holidays. This agreement was made necessary by the Labour Code passed by the Government earlier this year, and it was reached after the Committee had held a number of meetings with the Railways and with the Department of Labour in Ottawa.

The agreement is reproduced below. A letter of understanding issued by the Railways in effect, means that if we have rules in our agreements which are not in this agreement, and which are not in conflict with this agreement, we will keep those rules. One example of this is the provision that if an employe paid on the 205 1/3 hour basis is required to do planned work on a holiday he will be paid at penalty rates. We will keep this provision in our agreements.

Grand Lodge Representative, H. A. Stockdale, explained that this agreement provides for Remembrance Day, except that the Railways will probably wish to substitute another day in different provinces.

The qualifying period has been changed from the day before and the day after to 15 days during the 30 calendar days immediately preceding the holiday, and a new employe must now have been in service for 30 days instead of 65 days as in our present agreements.

The new rule providing pay for gang employes for Christmas and New Years works out the same as our present agreements.

A 205 1/3 hour employe will receive a holiday in lieu of a holiday which falls on a Saturday which we did not have before. Also, if a 205 1/3 hour employe works in emergency on a holiday he will be paid eight hours pro rata in addition to his 205 1/3 hours, and the time worked will be applied against the 205 1/3 hours. Our present agreement provides for a minimum of four hours and a maximum of 8 at pro rata, so this is a gain. If he does not work on a holiday he will show eight hours for the day against the 205 1/3 hours.

Monthly rated employes were not previously required to qualify for holiday pay but the Labour Code requires that they do so now, and the Railways insisted that this be in the agreement.

Preamble

IT IS HEREBY AGREED that existing collective agreements between the Railways and the Organizations signatory hereto, as specified in Appendix "A" to this Agreement, are amended to conform with the following provisions of this Agreement except that these provisions shall not apply to positions which are located on Canadian National lines in the United States and which come within the scope of the aforementioned collective agreements:

General Holidays

Effective December 1st, 1965, the following will be substituted where applicable for statutory holiday provisions contained in existing collective agreements:

1. An employee who qualifies in accordance with Section 2 hereof, shall be granted a holiday with pay on each of the following general holidays, including a general holiday falling on an employe's rest day:

New Year's Day Good Friday
Victoria Day Dominion Day
Labour Day Thanksgiving
Remembrance Day Christmas,

except that if in any province or part thereof a holiday is more generally recognized than any one of the holidays specified above, the signatories hereto will substitute such holiday therefor in that province or part thereof. If the signatories hereto fail to agree that such holiday is more generally recognized than any one of the holidays specified above, the signatories hereto will substitute such holiday therefor in that province or part thereof. If the signatories hereto fail to agree that such holiday is more generally recognized the dispute will be submitted to arbitration for final decision.

When any of the above holidays falls on Sunday or Saturday the day observed by the Federal Government in respect of its employes as the holiday shall be recognized.

2. In order to qualify for pay for any one of the holidays specified in Section 1 hereof, an employe

(a) must have been in the service of the Company and available for duty for at least 30 calendar days;

(b) must be available for duty on such holiday if it occurs on one of his work days excluding vacation days, if notified prior to completion of his shift or tour of duty immediately preceding such holiday that his services will be required;

(c) must be entitled to wages for at least 15 shifts or tours of duty during the 30 calendar days immediately prededing the general holiday except that in respect of regularly assigned sleeping, dining and parlour car service employes the number of tours of duty work-

ed during the 30 calendar day period shall, for the purpose of this agreement, be the number of hours on duty during that period, exclusive of overtime, divided by eight;

(d) Sleeping, dining and parlour car service employes in spare service shall not be governed by the provisions of Clauses (b) or (c) of this Section 2 but, in addition to meeting the requirements of Clause (a), must have been in service or available from the spare board for such service as may be required for at least 15 calendar days during the 30 calendar day period immediately preceding the general holiday;

(e) Where Signal, Telegraph or Maintenance of Way gangs, otherwise continuously employed are closed down for the Christmas and New Year's holidays to allow employes to return to their homes, and where employes so affected are, by mutual arrangement and as a consequence of such close down, required by the Company to work additional days over and above their normal work week prior to such close down, the additional days so worked will be recognized as shifts or tours of duty for which the employe is entitled to wages in the application of this Clause (c). Where such close down occurs and the Company does not require the employes to work additional days as a consequence thereof, the number of working days in the period of close down will be credited in the application of Clause (c).

3. A qualified employe whose vacation period coincides with any of the general holidays specified in Section 1 hereof shall receive an extra day's vacation with the pay to which the employe is entitled for that general holiday.

4. An employe who does not qualify under Section 2 with respect to pay for a general holiday and who is required by the Company to work on that day shall be paid in accordance with the provisions of the applicable collective agreement.

5. (1) (a) An assigned employe qualified under Section 2 hereof and who is not required to work on a general holiday shall be paid eight hours' pay at the straight time rate of his regular assignment.

(b) An unassigned or spare employee qualified under Section 2 hereof and who is not required to work on a general holiday shall be paid eight hours' pay at the straight time rate applicable to the position in which such employe worked his last tour of duty prior to the general holiday.

NOTE:

1. For mileage-rated truck drivers, the day's pay under this Agreement shall be miles specified in the present agreement at the applicable mileage rate.

2. In the application of this Section 5(1) for monthly-rated employes "eight hours' pay at the straight time rate" shall be deemed to be a day's pay as calculated according to Clause 7 of this Agreement.

5. (2) An employe qualified under Section 2 hereof and who is required to work on a general holiday shall, at the option of the Company,

(a) be paid, in addition to the pay provided in Subsection (1) hereof, at a rate equal to one and one-half times his regular rate of wages for the actual hours worked by him on that holiday with a minimum of two hours and forty minutes for which two hours and forty minutes service may be required but an employe called for a specific purpose shall not be required to perform routine work to make up such minimum time. When more than one shift is worked by an employe on a general holiday, the provisions of this Clause (a) shall apply to the first shift only. For sleeping, dining and parlour car service employes the time and one-half rate referred to in this clause shall apply only to the first eight hours of duty on the recognized general holiday;

or

(b) be paid for work performed by him on the holiday in accordance with the provisions of the applicable collective agreement with a minimum of four hours at the pro rata rate for which the equivalent hours of service may be required but employes called for a specific purpose shall not be required to perform routine work to make up such minimum time and, in addition, shall be given a holiday with pay on the first calendar day on which the employe is not entitled to wages following the holiday; pay for such holiday shall be eight hours at the straight time rate of the position worked on the holiday; for sleeping, dining and parlour car service employes the first day of layover following the holiday shall be recognized as the holiday with pay under this Clause (b);

NOTE: This Clause (2) (b) shall not be applicable in respect of New Year's Day, Dominion Day, Labour Day and Christmas Day, to section foremen, bridge & building foremen, or foremen of extra gangs engaged practically all the year round, who are working as such at the time, and who have three or more years seniority as section foremen, bridge & building foremen or extra gang foremen.

(c) Where an employe is paid a monthly guarantee for a specified number of hours per month, the holiday with pay allowed under Clause (b) of this Section 5 (2) shall be paid in addition to the regular monthly compensation.

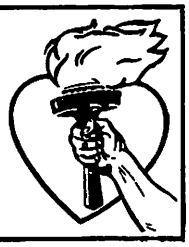
6. Shifts or tours of duty commencing between 12:00 midnight on the eve of the general holiday and 11:59 p.m. on the night of the general holiday, both times inclusive, shall be considered as work on that holiday.

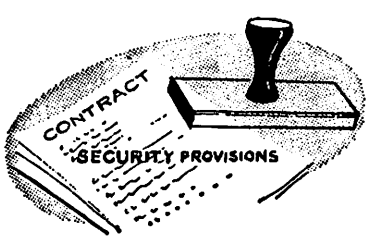
7. Broken time for monthly rated employes shall be computed on the basis of the number of calendar days in the month, less assigned rest days.

Signed at Montreal, Quebec, this 16th day of December, 1965.

Give...so more will live

HEART FUND



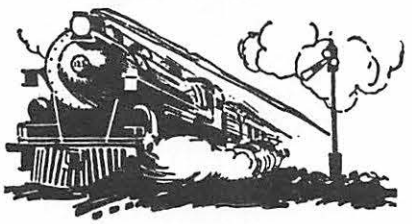


Letter of Understanding Reached with CNR

This will confirm the understanding reached at yesterday's meeting that, notwithstanding the

lead-in language of the general holiday agreement signed on December 16th, 1965, the respective signatories to that Agreement will, at a mutually convenient time in the immediate future, discuss the retention of those provisions of individual existing collective agreements which are not related to general holidays as well as those that are related to general holidays and which are not in conflict with the terms of the general holiday agreement.

This will also confirm the understanding reached that employes



who worked on Remembrance Day, November 11, 1965, and who at that time met the qualifications specified in Clause 2 of the general holiday agreement signed at Montreal, December 16th, 1965 and who were entitled to but have not as yet received another day off with pay, shall, in lieu of the day off presently outstanding, be granted a holiday with pay on the first calendar day subsequent to December 16th on which the employe is not entitled to wages. It is distinctly understood that his holiday with pay will not be granted to any employe who was paid overtime for working on November 11th nor to any employe who has already received a holiday off duty with pay account working on Remembrance Day.

1966 New Year's Message

THE NEW YEAR confronts society with a number of serious questions which must be answered without further delay. During 1965 there was considerable evidence of a growing restlessness and feeling of insecurity on the part of men and women in many types of employment. In several instances strikes resulted.

It is significant that in a number of these situations direct concern about job security was the underlying cause. For some time now there has been recognition in many quarters, and particularly among trade unionists, of a failure of our society to keep pace in human terms with the great strides that have been made in technology.

Time and again attention has been called to the wide gap between expanding technical ability to produce and the adaptation of these new potentials to human needs. The circumstances which have already led to difficulties in particular companies can easily assume national scope. Action to bridge this gap can no longer be delayed.

It is quite true that insofar as immediate employment is concerned the situation improved noticeably, particularly in the latter part of this year. But the air of uncertainty and the knowledge that an unprecedented number of young people are about to enter the labour force, make it quite clear that present conditions carry no automatic assurance for the future.

In another aspect of collective bargaining a number of unions have gained wage increases during the past year. Under the economic conditions we have been experiencing this trend is to be expected and should be welcomed. In recent years productivity has shown a remarkably steady growth and there has been a marked increase in profits. The men and women who produce these goods and services can logically expect to share in the benefits. Such a distribution of our country's wealth is also essential if we are to provide an adequate and growing consumer market for that which we are able to produce in increasing quantities.

During this New Year the Canadian Labour Congress will press at every opportunity for a more realistic approach to these and other economic problems. We propose raising these matters when we meet the federal government early in 1966. We will also seek increased activity on the part of the Economic Council of Canada so that all sections of our society may play their full role in the type of planning that is so badly needed.

We will also continue to seek improvements in social security and other forms of legislation with top priority being given to a truly comprehensive health insurance program.

We have been encouraged, during the past year, to see a marked trend toward increased support for the collective bargaining process and for the organized labour movement. A large number of people in occupations and professions which had previously shown little active interest in the labour movement are now recognizing the advantages and the need for placing their relationship with their employers on the formalized basis that is the foundation of collective bargaining. Because of changes which are taking place in our social structure a continuance of this trend is to be expected.

The past year has brought even greater complexities in the area of international affairs. New and difficult trouble areas have demonstrated the necessity for a strengthening of the United Nations. Situations which have arisen in several of the developing countries again give emphasis to the importance of free trade unions in the structure of democracy.

These are but some of the situations which we carry with us into the New Year. Serious as they are we must recognize that they are by no means beyond human solution. Action in these and other areas can give Canadians assurance of many great and important advances in 1966.

Brotherhood Pushes Wage Demands in Canada

NOTICES HAVE BEEN served on Canadian Railways proposing revisions and supplements to existing agreements. The Railways concerned are: The Canadian National and Canadian Pacific including certain of their subsidiaries; The Toronto, Hamilton & Buffalo; Ontario Northland; Algoma Central; Midland Ry. of Manitoba; Cumberland Ry.; and the Toronto Terminals Ry.

The proposals, served in accordance with the procedures of the Industrial Relations and Disputes Investigation Act, are reproduced below for our members' information.

In addition to the National notice, an addendum was filed with each carrier notifying that railway of our Brotherhood's desire to begin negotiations in regard to matters related directly to the needs on each carrier which included insurance coverage; the assignment of helpers to maintainers who use motorcars or trucks for transportation; new classifications of work on some carriers; employe compensation when detained for conveyance and while traveling; meals for gang employes; protective clothing; and safety and sanitary conditions.

In explaining the reason for the addendum, Grand Lodge Representative H. A. Stockdale pointed out that this is an effort to include provisions for the revision of rules in individual agreements after the main negotiations are completed.

"It is felt," Stockdale added, "that by spelling out the things we have in mind, we could avoid the argument that the Union could ask for the moon in the individual agreement." It was for that reason that the requests in the addendum were kept to a minimum.

While notices were filed by the individual organizations, it was requested that they be dealt with in joint conference with the Railways who were parties to the Master Agreement dated July 17, 1964, and 7 participating "Non-Operating" Brotherhoods.

Those Brotherhoods cooperating in the move are: The Brotherhood of Maintenance of Way Employes; Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express and Station Employes; International Brotherhood of Firemen and Oilers, Helpers, Roundhouse & Railway Shop Employes; Commercial Telegraphers' Union; Brotherhood of Railroad Signalmen; Transportation-Communication Employes Union; and the Brotherhood of Sleeping Car Porters, Train, Chair Car, Coach Porters and Attendants.

The notice requested that an early conference be held.

Section I

Effective January 1, 1966, rates

George Pawson Passes; Veteran Champion of Rail Labor

Brotherhood officers join other rail labor leaders in voicing deep regret at the passing of George Pawson, who until a few weeks ago actively participated as secretary-treasurer of the joint negotiating committee and general conference committee of the "non-operating" unions in Canada.

Pawson had been ill for the last few months and spent the last six weeks in St. Joseph's Hospital in Toronto, Ont., where he died on Monday, December 20.

Brother Pawson became a member of the Commercial Telegraphers Union in 1911. He rose to high office in that organization and served from 1930 until the time of his death as a member of the international executive board. He had been chairman of that Board since 1937. Up to the time of his death he was the top ranking officer of the CTU, now vice president for Canada.

Since 1930 he participated with the International Railway Unions in joint wage negotiations with the Canadian railways and since 1943 served as secretary of the Negotiating Committee until he retired in October.

Grand Lodge Representative H. A. Stockdale, who was elected to succeed Pawson at the time of his retirement, said: "It is going to be a tough task to try to fill Brother Pawson's footprints because he had an innate ability for doing the right things at the right time."

In his 54 years of membership in his trade union and as an officer for 51 years, he devoted all of his time and energy in service to the union members he had the pleasure of representing.

Frank H. Hall, who was for many years chairman of the "Non-Op" committees, worked closely with Pawson. In paying tribute to this warrior for rail labor, Mr. Hall said: "Besides being a very able officer and respected member of our negotiating committee, he was a close personal friend of mine. We shall all miss him very much.

"He was held in great personal regard by officers of the railroads in connection with the various positions he filled with the unions, and particularly in his role as co-chairman of the administrative committee of the employes' welfare plan.

"I look on his departure from us as a great personal loss."

Other associates in rail labor's ranks paid this tribute to him:

"George never sought personal gain or aggrandizement but felt his function in life was to help and assist his fellow workers. While he had been offered chances of promotion in the company's service to unscheduled positions, he turned them down preferring to sit across the table to negotiate and improve the working conditions of his members.

"He was respected by all who knew him on both sides of the bargaining table and his leadership was characterized by an energy far beyond that of many younger men; also, by integrity, ability and determination to improve the lot of those who trusted in his leadership.

"George will be missed around the conference table, but he will long be remembered by those who had the pleasure of working with him."

of pay for all employes covered by this notice shall be increased by twelve and one-half per cent (12½%) plus twenty-seven cents (27 cents) per hour.

In addition to this basic increase in wages there shall be,

a) an increase of twenty per cent (20%) for skilled classes and to adjust existing wage inequities,

b) an increase of ten per cent (10%) for employes engaged in regularly scheduled night work calculated on rates of pay in effect December 31, 1965.

Effective January 1, 1966, all employes covered by this notice shall be paid on a weekly basis.

Effective with calendar year 1966 annual vacations with pay shall be granted to all employes covered by this notice on the following basis:

two weeks vacation with pay after one year of service

three weeks vacation with pay after five years of service

four weeks vacation with pay after ten years of service

five weeks vacation with pay after fifteen years of service

six weeks vacation with pay after twenty years of service

Effective with calendar year 1966 collective agreements shall be amended to provide nine paid statutory holidays.

In Quebec, the ninth day shall be St. Jean Baptiste Day; in other Provinces the ninth day shall be Civic holiday where applicable and a generally recognized holiday in any other Province.

Section II

Effective January 1, 1966, the Railways shall bear the full cost of the Employe Benefit Plan which shall be improved to provide:

a) Basic weekly indemnity of fifty dollars ($50) or 75% of weekly earnings, whichever is greater;

b) a prescription drug plan;

c) a dental care plan, and

d) basic life insurance of $2,500 for each employe during his working life and life insurance of $1,500 to be continued after retirement at no additional cost.

Effective January 1, 1966, all employes covered by this notice shall begin to accumulate sick leave with pay at the rate of one and one-half days per month.

Section III

Effective January 1, 1966, a Work Stabilization Agreement encompassing the following provisions shall be established:

a) Beginning with calendar year 1966 and in each calendar year

Determine Your Rights Under FELA

Members who are injured on the job and the dependents of those members who have been killed or have died as the result of such injuries should by all means ascertain their rights and benefits under the Federal Employers' Liability Act before attempting any settlement with the railroad.

Below is a list of attorneys who, on the basis of information made available to us, are competent to give full information and assistance to those in need of it.

This list is compiled and maintained on the strength of information furnished us by both attorneys and members. The accuracy of the list that we will publish from time to time depends entirely on the information furnished us. Therefore, everyone concerned is urged to keep us informed, regarding cases handled, nature of the case, terms of the settlement, commendations, criticisms, etc.

Vice President G. Orndorff, Room 1812, 220 South State Street, Chicago 4, Ill., has been designated to receive and compile this information.

Atlanta, Ga. Thomas J. Lewis, Jr., 905 Healy Bldg.
Tel. JAckson 2-4229

Baltimore 2, Md. Bernard M. Savage, 10 Light St., 30th Floor, Maryland National Bank Bldg.
Tel. MUlberry 5-2713

Bergenfield, N. J. Charles J. Tyne, 104 N. Washington Ave.
Tel. DUmont 4-9433

Birmingham 3, Ala. Rives, Peterson, Pettus & Conway, 17th floor, Twenty-one Twenty-one Bldg.

Boston 8, Mass. Francis H. Farrell, Suite 701, Old South Bldg., 294 Washington Street
Tel. LIberty 2-3270

Chicago 2, Ill. Henslee-Monek-Henslee, 120 Madison Bldg.
Tel. STate 2-5925

Cleveland 14, Ohio. Howard M. Metzenbaum, 700 Union Commerce Bldg.
Tel. PR 1-4515

Denver 2, Colo. Alex Stephen Keller, 316 Symes Bldg.
Tel. ALpine 5-3603

East St. Louis, Ill. Dan McGlynn, 120 N. Main Street

Fort Worth, Tex. Contact George L. Schmidt, at Houston 2, Texas.

Houston 2, Tex. George L. Schmidt, 1307 American Investors Bldg.
Tel. CA 2-2268

Kansas City, Mo. Frank X. Mattes, Suite 1420, Commerce Tower, 9th and Main Street
Tel. HA 1-5411 and HA 1-2973

Los Angeles 13, Calif. Clifton Hildebrand, 408 S. Spring St., Suite 205
Tel. MAdison 9-2214

Minneapolis 2, Minn. Eugene Rerat, 1100 First National Bank Bldg.
Tel. FEderal 9-9231

New York 17, N .Y. John V. Higgins, 535 Fifth Ave.
Tel. YUkon 6-1377

Oakland, Calif. Clifton Hildebrand, 1212 Broadway
Tel. GLencourt 1-6732

Pittsburgh 19, Pa. Robert B. Ivory, 711 Frick Bldg.
Tel. GRant 1-4780

St. Louis, Mo. Frank X. Mattes, 611 Olive St., Suite 1814
Tel. MAine 1-6992

Salt Lake City 1, Utah. Wayne L. Black, 530 Judge Bldg.
Tel. EMpire 4-3566

San Antonio, Tex. 78205. George L. Schmidt, 1515 N.B.C. Bldg.

Seattle, Washington 98104. Arthur E. Piehler, 1519 Norton Bldg.
Tel. MAin 4-4700

Sherman Oaks, Calif. John M. Ennis, Suite 27, Lydee Bldg., 15445 Ventura

Syracuse, N. Y. J. Murray Dunn, 707 State Tower Bldg.
Tel. HA 2-0303

Vicksburg, Miss. W. W. Ramsey, First National Bank Bldg.
Tel. VIcksburg 63-6-5561

Wichita 2, Kans. John C. Frank, 1217 Union National Bldg.
Tel. AMherst 4-0346

Wichita, Kans. Payne H. Ratner, 444 N. Market, P.O. Box 306
Tel. AMherst 2-6423

thereafter, employment in each craft or class on each Railway to be not lower than Basic Employment as defined in Item (b) hereof, unless and until any such reductions in employment have been negotiated in accordance with the Industrial Relations and Disputes Investigation Act and subject to conditions hereinafter described.

b) In 1966, Basic Employment for each class of employes will equal the total number of straight-time hours of employment averaged annually during the three years 1963, 1964 and 1965. In 1967 and thereafter Basic Employment for each class will equal the total number of straight-time hours provided in the immediately preceding calendar year.

Prior to April 1, each year, each Railway shall provide its General Chairman with a statement showing Basic Employment for each class of employes for that year.

c) Bulletin notice of any proposed force reduction shall be given to the employes and General Chairmen concerned at least 120 days prior to the proposed reduction date and notification of intent to negotiate shall be returned within thirty (30) days of receiving such notice.

d) Force reductions below Basic Employment shall normally be by established seniority districts for each Organization on each Railway and shall normally be confined to withdrawal from service through death and normal retirement.

e) When, and if, force reductions take place other than as defined in Item (d), then employes unable to hold a position shall be given first consideration for alternative employment with the Railway, including retraining without loss of pay, moving costs, and full compensation for financial loss attached to leaseholds or sale of homes, plus maintenance of income at least at the level of earnings in the last held position, adjusted to include subsequent general wage increases.

Failing re-employment, employes so affected shall, for a period of five years, have their income from all other sources supplemented by the Railway to maintain it at the level existing at the time of the original displacements from the Railway.

f) When, and if, employes are required to move or transfer in order to hold work in the normal exercise of seniority or for any other reason, they shall be eligible for travel time with no loss of pay, moving costs, full compensation for financial loss attached to leaseholds or sale of homes, and retraining without loss of pay, plus maintenance of income at least at the level earned in the last held position adjusted to include subsequent general wage increases.

g) A special sub-committee of the parties signatory to the Work Stabilization Agreement shall be established to act upon any dispute arising from the application of the agreement.

Section IV

The Master Agreement to be signed following these negotiations shall contain a clause providing that,

"Within fifteen (15) days from the date of signing of this Master Agreement items addended to the national notice preceding this Agreement shall be open to negotiation between the Organizations and Railway concerned in accordance with the provisions of the Industrial Relations and Disputes Investigation Act."

Effective January 1, 1966, existing collective agreements shall be amended to provide that when employes are required to work away from home and/or who move in the voluntary exercise of seniority shall suffer no loss of wages for travel time and shall be reimbursed for associated expenses (rooms, meals, automobile allowance, etc.).

Effective January 1, 1966, existing collective agreements shall be amended to provide for three days bereavement leave without loss of wages when there is a death in the employe's immediate family (husband, wife, son, daughter, brother, sister, mother, father, mother-in-law, or father-in-law).

Effective January 1, 1966, deductions of Union dues shall commence on the payroll for the last pay period of the calendar month in which the employe commences service in a position subject to a collective agreement between the Railways and the Organizations covered by this notice.

Section V

Collective agreements between the Railways and the Organizations signatory thereto affected by this notice shall be amended to conform with these proposals effective January 1, 1966, and shall continue in effect until December 31, 1967, subject to sixty days' notice by either party, which may be given at any time subsequent to October 31, 1967.

Wage Increases for Signal Employes

A 10 CENT AN HOUR INcrease for signalmen, signal maintainers, and all others occupying generally recognized mechanics' or higher rated positions became effective January 1 as provided for in a letter of understanding between our Brotherhood and represented carriers, dated December 29, 1964.

The understanding also provided for a 6 cent an hour increase for persons occupying positions in the assistants' or helpers' classes.

Members of the Brotherhood will recall that the letter of understanding extended the Agreement dated May, 1964, to continue in effect until December 31, 1966.

The Agreement, based on the findings of a Presidential Emergency Board, originally provided that all employes represented by the Brotherhood on represented Carriers would be granted an increase of 6 cents an hour and in addition, those holding jobs in specified higher clasifications would receive an additional increase of four cents an hour.

The agreement was made retroactive to January 1, 1964 and provided for the one initial increase.

Representatives of the Brotherhood subsequently met with carrier representatives and on December 29, 1964 reached the understanding providing additional wage increases. A second increase became effective January 1, 1965 and the third, January 1, 1966.

It was further provided in the agreement that no party would serve any notice of proposal or progress any pending notice or proposal on a joint national or regional basis to change the rates of pay resulting from the letter of understanding to become effective before January 1, 1967.

LOCAL LODGE NEWS

By, for and about B. of R. S. members

Rock Island

SILVIS, ILL. (183). Our regular meeting was held at AM Vets Post 145, East Moline, Illinois. The meeting was called to order by Chief Signalman R.E. Hickerson. There were 7 members and one retired member present. "Kelly" Johnson of Sheffield, Ill. was formerly maintainer there. Everyone was pleased to see Kelly as he is one of our favorite people. We are also happy to report that he says retirement is A OK.

General Chairman R.A. Watkins was present. The application for membership of David Curnel was presented and approved.

Everyone had hoped to see Brother L.L. "Slim" Mangels at the meeting as he retired on November 30. Although he failed to appear we can say "Best of Luck, Slim". We wish you many happy years of retirement.

Next meeting will be in February. The time and place will be announced later. Let's be there.

The accompanying photo shows Retired Brother Mangels who retired after 45 years of service on the Rock Island Signal Dept. After much knocking around on different gangs, he finally settled in Chariton, Iowa, as a maintainer. He was there for 11 years. He then moved to East Moline, Ill. where he now makes his home. Slim completed his career in the Silvis Repair Shop with a 15 year stint.

Slim served in various positions with the Brotherhood, and has always been active in church and masonic activities. He and Mrs. Mangels plan to continue to live in East Moline, with quite a lot of traveling in mind, mostly to Norman, Oklahoma where his grandchildren live.

H.E. Clark

The photo above shows Brother L. L. "Slim" Mangels as he worked on a relay shortly before his retirement.

P.R.R. — P.R.S.L.

MAGNOLIA, N.J. (58). Our regular meeting was held recently at Hammonton, N.J. Brother Henry reported on claims and other matters of Local 58. He also reported that he will go to Philadelphia and attend a meeting to discuss subjects related to the High Speed Line.

Three members were laid off during the past month. Two of them went to the Atlantic District.

The members ask why the Atlantic District members do not attend the regular meetings of our Local. Not one member from the district attended except your Secretary. Come on fellows, this is your bread and butter.

Brothers Nick Carter, Joe Halahan and J.L. Nack completed the installation of the communications system in the new tower. The new tower will be called Moore instead of Cooper.

The accompanying photo shows Center tower that will be torn down and not be replaced—another maintainer hit the dust.

Those who attended the meeting were: E.S. Reed, Chief Signalman; R. Inman, 1st Vice Chief; R. McCormick, 2nd Vice Chief; W. Gilbert, Treasurer; G. Henry, Chairman; J. Nack, Secretary; Robert Danley; and R.W. Schwartz.

Your Secretary recently talked to retired Brother George Hahn. He asked about all the Brothers. It was reported that Brother J.A. Ackroyd retired this month.

Your first quarter dues are now payable.

Our regular December meeting was held on December 8 at Hammonton, N.J. Your Secretary has been absent because of an illness in the family and we do not have much to report at this time.

A letter was received from our Local Chairman. He resigned effective January 12.

Our new Cooper tower should be open by the time you read this. The Atlantic District gang sure did a good job on this tower.

Brother Coho was recently released from Cherry Hill Hospital after an operation. Best of luck, Bill.

Want to welcome the new members who were recently hired and transferred from other sections. They are in G. Carter's gang.

Don't forget those dues. Pay before the end of January. Our next meeting will be February 9, 1966.

J.L. Nack

Center Tower is shown above. This tower will be abandoned when the High Speed line goes into operation.

Boston & Maine

EXETER, N.H. (120). It was voted at a recent meeting to have the meeting for the Fitchburg Division on the second month of every quarter at Greenfield, Mass. thus honoring the request of our Fitchburg Division Brothers.

At our December meeting it was reported Charles Walker, Ass't. Supervisor, Boston Division had retired. Also Brother Lawrence Testa, Signalman in J. Smith's crew had taken his pension.

A moment of silence was observed by the lodge for the memory of our Past Chief G. Paiva (retired) who passed away recently.

Brother G. A. McGuerty, Local Chairman of the Fitchburg Division, has information on Railroad Retirement and on the new Medicare Bill. If any Brother has any questions, contact him, especially those Brothers who have recently retired or are going to retire in the very near future.

Meetings will be held on the following dates: February 4, 1966—first Friday of the month at the American Legion Hall, Greenfield, Mass. at 7:30 p.m. and March 4, 1966—first Friday of the month at the Hotel Madison, Boston, Mass. at 7:30 p.m.

James Martin

Rock Island

EL RENO, OKLA. (17). Martin Lodge met at the Pioneer Cafeteria in El Reno, Oklahoma on December 4. There was a very good attendance and a lot of good fellowship and enlightenment. Some of those present had not attended a Local meeting or met in so long a time that their memories of each other had dimmed. There were 20 members present including former General Chairman Bill Elms who is always welcomed and valued for his advice and store of experience.

There was a considerable amount of discussion with regard to the February 7, 1965 Attrition Agreement, commonly referred to as Job Stabilization, and its many ramifications were discussed, particularly with regard to System Seniority and the provisions provided for severance pay and the 60 and 90 day notices in the event of jobs being abolished. The Washington Job Protection Agreement was also discussed and Brother Watkins explained many of the provisions.

There was also a lot of discussion regarding the limits of various divisions being changed and the effect this would have on maintainers' territorial assignment as well as membership in various locals.

It is hoped that we can have just as good an attendance at our Febraury 12 meeting which will be held in Wichita, Kansas.

The Local meetings are the place to air your feelings and ideas as to how the Brotherhood and Local should be governed. It is an inspiration to your officers to see a large turnout of the membership at each and every meeting. W. L. Stickley

C.N. – C.P.

SASKATOON, SASK. (203). Brother M.R. McFarlane, Signal Helper, C.N., retired recently after having completed 23 years of railroad service. He was presented with a purse on behalf of the members of Local 203, Saskatchewan Area Signal Employes and Supervisors.

A stag retirement party was held honoring Brother McFarlane. Members wish Brother and Mrs. McFarlane many years of happy retirement.

A. Hein

This photo was taken at a stag retirement party given by Local 203 for Brother M. R. McFarlane. Those shown are: from left to right, Secretary Treasurer A. Hein, Brother McFarlane, and Local Chairman J. Sagan.

Norfold & Western

ROANOKE, VA. (77). Our regular meeting was held December 4 in Roanoke. The meeting was duly opened by acting Chief Signalman R.E. Markle. Chief Signalman S.E. Epperly was out of town on business and was unable to attend.

We had a rather long and debated session as there were several items of importance that had to be discussed and passed upon.

General Chairman V. J. Sartini read several letters of importance. Most of these pertained to time claims that had been turned in and ruled upon in honor of our Brothers.

The most heated subject was an increase in dues for the Local ($1.00 per quarter). This was passed after long debate by the Brothers attending.

Those attending were: General Chairman V.J. Sartini, Jimmy Tankersley, Joe Dodd, Larry Mawyer, Bob Humpherys, Simon Akers, Roy Camper, G. W. Epperly, W. R. Abshire, J. O. Milton, B. W. Craig, Ernie Wood, J. R. Dooley and R.E. Markle.

Local Chairman R.E. Markle of the Radford Division recently called a meeting of the maintainers. This meeting was held at Christiansburg, Va. with a dinner preceeding. Those attending were R.H. Miller, Radford; J. W. Craig, Pulaski; R.E. Dillon, Radford, O.A. Sowder, Roanoke; R.E. Humphreys, Roanoke; S.E. Epperly, Roanoke; General Chairman V.J. Sartini, Salem; B.D. Aliff, Roanoke; and retired maintainer B.H. Dickerson, Salem. The meeting was enjoyed by all and we are planning on having this get-together more often.

General Chairman V.J. Sartini has been handling several time claims for the Brothers with a very satisfactory result. He also handled a misunderstanding between retired maintainer T.H. Price and the Travelers Insurance Company about Brother Price's insurance.

Our next Roanoke meeting will be held on February 5 at 7:30 p.m. Please be present Brothers, we need you there. R.E. Markle

Wabash

DECATUR, ILL. (55). A special meeting recently attended by 32 members resulted in an acceptable interpretation of rules recently reviewed by our Local. Vice President C. S. Chandler was on hand to assist us. Many of the rules were discussed to some length before arriving at an acceptable interpretation.

Our regular meeting was held at Moberly, Missouri. There were 13 members present including retired Brother Chester Green of Mexico, Missouri. This was a pleasant in-

formative get together where the issues of the day were discussed.

With the gangs: J.F. Lawrence's gang is on the Hi-Line out of Brunswick, Mo. working on a flasher job; P.E. Dawson's gang is at Delphi, Indiana; and W. B. Ritchie's gang is on the old fourth district between Montpelier, Ohio and Gary, Indiana.

With the testmen: R. E. Petus is working between Moberly, Mo. and St. Louis, Mo.; J. E. Bartley is working between Moberly and Kansas City, Mo.; F. G. Bartley is at Delphi, Indiana; H. E. Martin is on the Peru, Indiana district; and J. W. Sharp is working between Peru, Indiana and Detroit, Michigan.

Personnel changes: R. E. Seitz has bid in the maintainer's position at Albia, Iowa formerly occupied by Brother J. F. Driskill; F. G. Bartley has bid in the temporary signal foreman's position at the signal shop at Decatur, Ill.; J. F. Lawrence has bid in the temporary signal foreman's position on Test Car 918; and V. L. Daniel has bid in the maintainer's position at Adrian, Michigan vacated by the retirement of Brother W. L. Smith.

Retirements: Brother J. F. Driskill, recent Albia, Iowa maintainer, retired November 1 and we wish he and Mrs. Driskill many happy years of retirement. Joe has worked for the Wabash for a little over 42 years and we are happy to add his name to our list of happy retired warriors.

With the sick: Brothers F. A. Mackay, R. L. Tuley, and I. G. Lincicum are off work because of illness. We wish them a speedy recovery and hope they will be back to work soon. J. F. Poundstone

Atlantic Coast Line

SAVANNAH, GA. (84). Our regular meeting held in Orlando, Floria was called to order by Chief Signalman C.H. Wellons. Brothers E.H. Higginbotham and A.N. Davis served as Chaplain and Inside Semaphore, respectively.

The applications of Herbert J. Willis and Terry H. Hovsepian were approved and they were accepted as members of our Local.

The following proposed amendments to Local 84 By-Laws, were read at the Orlando meeting:

"Salaries of Local officers, other than the Secretary-Treasurer, when any are paid, shall be nominal and as determined by Local action from time to time. The salary of the Secretary-Treasurer shall be $35 per month."

be amended to read:

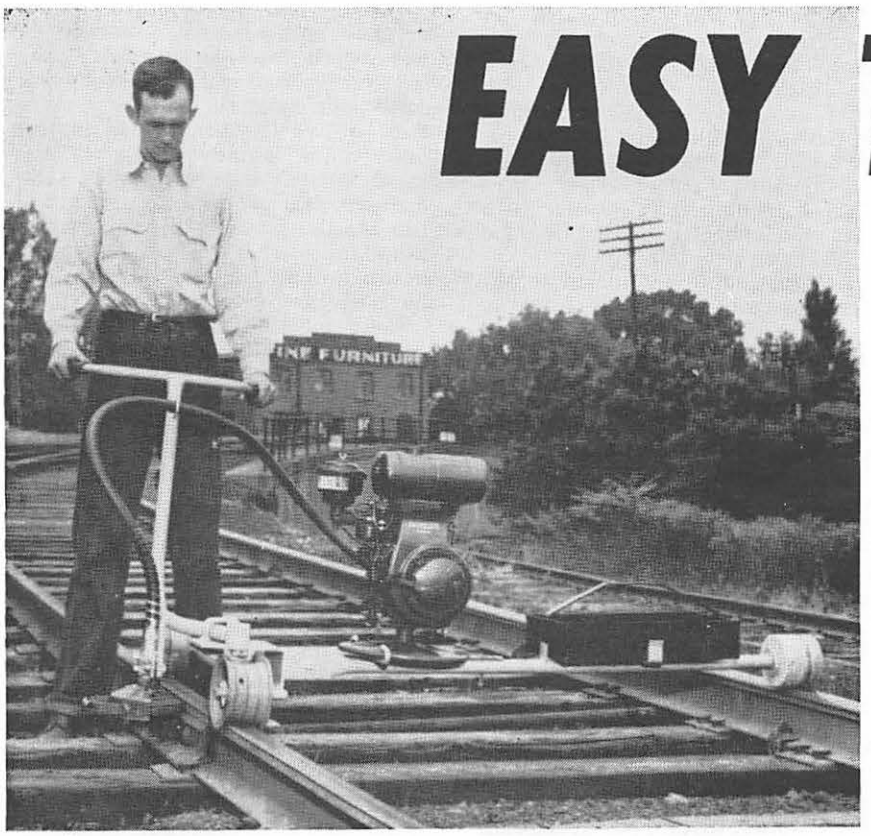
"Salaries of Local officers, other than the Secretary-Treasurer, when they are paid, shall be nominal and determined by Local action from time to time. The salary of the Secretary-Treasurer shall be $35 per month, plus $10 per month office rent."

Article III, Section 3, to be added:

"The Secretary-Treasurer will read at each meeting a complete itemized report of all receipts and expenses. The salary and expenses of each officer will be itemized separately. All other Local expenses will be itemized. This report will be included in the minutes of each meeting. A copy to be furnished each member."

Article IV, Section 6, to be added:

"The number of Delegates, if any to be sent to the Convention shall be decided, after a thorough discussion, by a secret ballot of the members present at the meeting at which the delegates are to be nominated. It will be the duty of the Secretary Treasurer to have on hand a complete financial report and be prepared to give



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this report or any part at the request of any member present at this meeting."

Article VI, Section 9, to be added: "All claims or grievances will be processed through the Local Chairman.

It was requested at this meeting that the Secretary-Treasurer write a proposed amendment to our Constitution as follows:

"Article ....., Section ..... The books of Local 84 will be audited once a year by a certified accountant, providing the cost does not exceed $50.

We are happy that Brothers J. W. Bray, A.N. Davis, J.H. Fleming and L.L. Gowen are well again and back on their jobs. Those still on the sick list are Brothers Cleland and Daniels and recently Brother R.D. Cannon has been added to this list.

Brother I. E. Stevens has retired. He has been in our Department since August 18, 1919. We extend to those who are sick and also to Brother Stevens, "Our very best wishes."

A. T. Croom

Missouri Pacific

SEDALIA, MO. (72). Our regular November meeting was held in St. Louis, Mo. at the Claridge Hotel on November 13, 1965 and was called to order by the Recording Secretary at 9:30 a.m. The meeting was opened with prayer by Brother V.E. Hansbrough. The remainder of the meeting was chaired by Brother Jack Landis.

Mr. J.C. Robinson and J.B. Borowitz were accepted as members of our Local.

Brother Thompson presented a letter signed by 38 men that were asking the General Chairman to try and get a day expense allowances in lieu of bunk cars.

Brother Warden read the letter.

Motion was made and passed that this meeting concur with the Kansas City, Mo. meeting regarding the $25 gift to retiring Brothers.

A motion was made and passed that this meeting concur with the Kansas City, Mo. meeting to provide that the General Chairman continue to carry out his duties as prescribed by the Constitution and Local 72 By-Laws and that Local 72 continue to hold regular meetings.

There were 8 members present at the meeting which adjourned at 11:55 a.m.

Our regular December meeting was held at the Iron Workers Hall in Little Rock, Arkansas. There were 19 members and two officers present. There were propositions for membership from J. C. Gallant, J.H. Cleavend, J.W. Mayers, O.C. Metzger and C. Hartness. A motion was made and passed to accept them as members.

The deadline for all Journal copy is the 10th of the month preceding month of publication. All official matter and communications, to be printed, must be received by the editor on or before this date. All correspondence should be addressed to the Editor and Manager, E. L. Abbott, 2247 Lawrence Avenue, Chicago, Illinois 60625.

Brother J.G. Duncan was reported ill.

There were a few grievances reported and lengthy discussions were held on a number of subjects. The meeting was adjourned at 3:15 p.m.

G.W. Holmes

Rock Island

HUTCHINSON, KAN. (78). Our regular meeting was recently held in Topeka, Kansas. Brother A. E. Ketterman made reservations at the Holiday Inn North on Hwy. 24 for our meeting and after an excellent Buffet dinner we settled down to the business at hand.

The meeting was well attended with the following members present: C.M. Rigg, G.G. Ruhl, V. K. Bevan, L.D. Rees, L.E. Case, K.C. Kraus, R.I. Kerbs, A.A. Curtis, A.E. Ketterman and General Chairman R.A. Watkins.

We were also honored to have retired member Brother H. A. Zarn with us for the meeting. Brother Zarn stated that after 9 years of retirement he is feeling pretty fair.

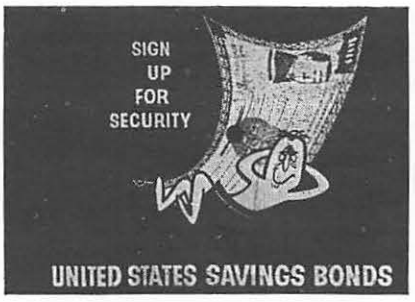
It is interesting to note that our Local usually has a good representation of local officers in attendance at their meetings.

Many things were discussed. Brother Watkins requested that he be advised of any installation of electric switch lights. This has always been Signal Department work and Brother Watkins submits that it must remain so.

It was decided to renew the subscription to the Labor Paper for another year for our members.

Our next regular meeting is to be held in Dalhart, Texas on the 1st Saturday in February, on the arrival time of No. 39. All retired members who desire it get the Signalman's Journal, so I take this opportunity on behalf of our Local to invite them to attend the meetings whenever they have the opportunity.

L.E. Case



Burlington

AURORA, ILL. (103). Our regular meeting place has been changed and we will now meet at the Aurora Hotel, Aurora, Ill.

Our previous meeting place, the Aurora Leland, has been taken over by the Teamsters' union for their Old People's Apartments.

The following have been accepted as members of our Local: D.H. Bowen, D.W. Stafield, D.J. Wolgast, W. R. Smith, L. R. Masterson, M. J. Greer, and T. J. Grishhaben.

A By-Laws Committee was appointed by Chief Rhineberger. They are: H.R. Neihart, J.B. Brewer, and C. R. Adkison. They are to meet and check the By-Laws and bring them up to date. A report will be made at the next meeting.

Several of our members have gone to the Armed Services and we wish them the best of luck.

Brother Phillips discussed the retirement conference he attended at Des Moines, Iowa. Railroad employes earning $450 or less a month during 1966 will pay less retirement taxes than before October, 1965. On the other hand, employes who will pay more because they earn over $450 a month will get back more in future benefits than they will pay in additional taxes. This is because the maximum amount of earnings that can be credited toward benefits also increases to $550 a month, effective January 1, 1966.

Don't forget to pay your dues and special assessment. G.R. Webster

Jersey Central

NORTH PLAINFIELD, N. J. (54). One of our Red Bank members reminded me recently that there have not been any articles in the Journal for some time.

True, so here goes as space allows. There have been many personnel changes on the Central Division in the past six months. With the resignation of John F. McGinley, Jr., as Ass't Signal Supvr. to take a position as Signal Supvr. on the R.F. & P. at Alexandria, Virginia, Sam Fiedler, former Signal Foreman moved up to McGinley's job. John R. Farrell, Jr., moved into Sam's job, with Joe Sabo taking over the job of Signal Relay Inspector held by Farrell.

There was a good number from the Central Division in attendance at

our recent meeting held in Jim Thorpe, Pa., with General Chairman Ed Grady and Financial Sec'y. John Quinlivan heading the list.

John Heaney, Local Grievance Chairman of the Pennsylvania Division had all of the members of his committee present and there were many timely discussions beneficial to the men who find distance a hindrance and are unable to be with us at Elizabeth.

Your Scribe was vacationing in Honolulu in December so could not get to the regular meeting scheduled for the K. of C. Hall at Long Branch on the 17.

A Central Division Ol' Timer, retired Johnny Ulrich passed away recently, our sympathies to his family and to the John Heaneys' on the passing of their Mother.

With the Aldene Plan of moving commuters of the Jersey Central to the Lehigh-Pennsylvania Lines due sometime this year resulting in many job changes, you are urged to attend our meetings to be kept abreast first hand of what will take place.

Louis E. DuMont

Baltimore & Ohio

DAYTON, OHIO (59). Our quarterly meeting was held in the Durbin Hotel, Rushville, Indiana on October 16. Brother John B. Writht, who is now retired and 14 members attended.

Business conducted at the meeting included the approval of the Recording and Financial Secretaries' reports. Grievances and claims concluded led to lengthy discussions. General Chairman H. C. Guscott brought to our attention the hourly increase which became effective January 1 for signalmen and helpers. He also interpreted the effects and importance of situations confronting rail workers as a result of the passage of Medicare.

St. Louis Division entered the Signal Engineer's office November 8 for training in a supervisory capacity under the agreement negotiated by the Brotherhood.

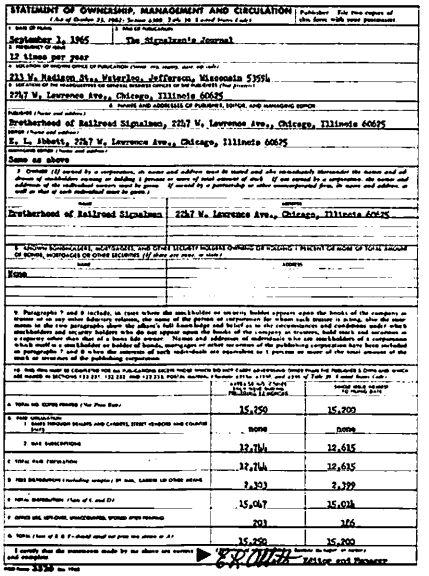
J.M. Wheatly, maintainer at Flora, Illinois retired October 29, after 28 years of service with the B&O on the St. Louis Division. Brother Wheatly had prior service with the Illinois Central Railroad. We wish him a long and happy retirement.

G.F. Hammond

C. N. — C. P.

WINNIPEG, MAN. (12). Our regular meeting was held at the Assiniboine Hotel. The meeting was opened by the Chief Signalman L.E. Young who then turned the Chair over to Grand Lodge Representative A.N. Cotton.

Brother Cotton introduced Brother



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C. Total Paid Circulation	12,744	12,615
D. Free Distribution (including samples) by mail, carrier or other means	2,303	2,379
E. Total Distribution (Sum of C and D)	15,047	15,014
F. Office use, left-over, unaccounted, spoiled after printing	203	186
G. Total (Sum of E & F—should equal net press run shown in A)	15,250	15,200

I certify that the statements made by me above are correct and complete. — E.R. Cutler, Editor and Manager

R. A. Pellow, General Secretary-Treasurer.

Brother P. Solokowaski and R.T. Hutten were accepted as new members on a motion by Brother Reitter, seconded by Brother Platt.

Brother Cotton explained that the grievance regarding noon-day expenses for C.P.R. maintainers is still pending and the snow removal claims on the C.N. Prairie Region have been settled and overtime has been paid; claims have also been paid in the Mountain Region.

Brother Cotton is progressing a grievance regarding the re-alignment of territories in the Winnipeg Area. Brother Platt mentioned the C.N. wants to change territories in Portage la Prairie. This is still pending.

It was pointed out that a number of members have not paid the Special Assessment. It was explained why the assessment is necessary and why it must be paid. Our Delinquent Committee will be activated. Brothers Young and Platt will serve on that committee.

Brother Jablonski was unable to be present. Brother Popel reported that all arrangements have been finalized for the Smorgasbord and Dance to be held following the meeting.

Discussions were held regarding the content of the forthcoming contract negotiations which will be presented to Management shortly.

The results of a meeting held in Winnipeg to discuss distribution of union dues, Prairie Region, Locals 12 and 203, were reported: New Employes—Union dues will be distributed on a 2 to 3 basis from new employes and distributed to Locals 12 and 203 with the larger portion going to Local 12. When these new men join and belong to either Local 12 or 203 if their dues are not going to that Local then the dues will be transferred, this will give these new employes the right to join the Local of their choice.

When it is found that the General Secretary distributed dues to the wrong Local, the respective Local Secretary will arrange to make the transfer direct to the other Local and so advise accordingly.

Gang employes—When an employe on a signal gang is awarded a position on a maintenance position, his union dues will belong to the Local having jurisdiction on that territory, if he is not a member of that Local he will be transferred in accordance with the provisions of the Constitution.

The following members were present: A.N. Cotton, J. Platt, K. Reitter, P. Kanski, E. Vormette, K. Frederisen, E. Neufeld, A. Gimble, L. Young, B. Popel, J. Haid, A. Wright, R. W. Puish, G. Maycock, V. Clark, R. Law, G. Nachtigall-Local 203, and R.A. Pellow-Local 189.

That evening, a Smorgasbord and Dance was held at the Concord Hotel and 190 members and guests attended. Special guests included representatives from management of CN and CP Railways. Brother A.N. Cotton presented Brother G.B. "Slim" Hutchison with a check donated from Local 12. Brother L. E. Young presented a wallet with well wishes from fellow workers and friends. Mrs. Hutchison was presented with flowers.

Dancing followed a special entertainment presentation. R.L. Law

Obituary

Henry L. Mentz, retired member of Local 136, Chesapeake & Ohio Railroad, passed away September 9, 1965. He was 83.

Brother Mentz or "Uncle Henery" as he was better known, retired in 1949 after working 46 years on the Huntington Division. Brother Mentz hired in the Signal Department in 1903, and the majority of his years were spent in construction work on this Division as a signalman.

The officers and members of Local 136 extend deepest sympathy to the surviving members of his family.

James H. Butler

Alexander Z. Weeks, retired member of Local 77, Norfolk & Western Railway Company, passed away recently. He was 82.

Brother Weeks was a signalman in the Signal Repair Shop and Reclamation Plant, Roanoke, Va., at the time of his retirement.

The officers and members of Local 77 extend deepest sympathy to his widow and other surviving members of his family. V.J. Sartini

The November issue of the Journal carried an obituary for Brother R.C. Fortner, retired member of Local 119, which was prepared by Brother G.I. Pierce. We inadvertently omitted the fact that Brother Fortner was secretary-treasurer of Local 119 from 1921 thru 1951. Ed.

John Q. Lockwood, retired member of Local 107, Pennsylvania Railroad, passed away Thanksgiving Day. He was 79.

Brother Lockwood worked for a number of years at the shops in Wilmington, Del. and with the signal gang at Niles, Ohio and New Castle, Pa. He was signalman at New Castle, Pa. at the time of his retirement in February 1954 after completing 28 years of service.

He is survived by his widow and son to whom the officers and members of Local 107 extend deepest sympathy. Ed.

Victor R. Burnett, retired member of Local 77, Norfolk & Western Railway Company, passed away December 16, 1965. He was 65.

Brother Burnett was Signal Foreman on the Roanoke Terminal, Roanoke, Va. at the time of his retirement in October, 1964.

The officers and members of Locall 77 extend deepest sympathy to his widow and other surviving members of his family. V.J. Sartini

Henry Ehlers, retired member of Local 32, Chicago & Western Indiana Railroad, passed away November 29, 1965 at Beloit, Wisconsin. He was 82.

Brother Ehlers was a relief maintainer at the time of his retirement.

He is survived by his widow to whom the officers and members of Local 32 extend deepest sympathy. E. Rickert

Eugene L. Farmer, Sr., retired member of Local 23, Chicago, Rock Island & Pacific Railroad, passed away suddenly at his home in Albert Lea, Minn. November 8, 1965.

Brother Farmer began his career in the signal department as helper in September, 1921 and was promoted to maintainer in October, 1929. He held the traveling maintainer's position at Estherville, Iowa for many years.

He was a faithful member of our Brotherhood and served several terms as local chairman on the old Dakota Division.

Brother Farmer is survived by his widow, one son, Eugene, who is signal maintainer at Albert Lea, and one daughter, to whom the officers and members of Local 23 extend deepest sympathy. G.E. Reig

P.H. Kautz, retired member of Local 109, Pennsylvania Railroad, passed away recently. He was 76.

Brother Kautz was maintainer at Cleveland, Ohio at the time of his retirement December 31, 1955 after completing 45 years of service. He was a faithful member of our Brotherhood and served our Local as financial secretary for 31 years.

The officers and members of Local 109 extend deepest sympathy to the surviving members of his family. Ed.

James J. McHugh, member of Local 210, New York Central Railroad, passed away November 20, 1965 in his home at Albany, New York. He was 64.

Brother McHugh began his signaling career as a signal helper in the signal shop at Renssalaer, New York October 6, 1925. He was moved to the West Albany Shop in 1954, then to Utica, New York until 1958. When the System Signal Shop was formed in Elkhart, Indiana he was transferred there, where he worked until his death.

Brother McHugh made all these moves but preferred to keep his home in Albany, New York. He made the trip home every other week to see his family. He had intended to retire in July of 1966.

Brother McHugh was an officer in our Local for many years and at the time of his death was a member of our grievance committee and also a trustee.

The officers and members of Local 210 extend their deepest sympathy to the surviving members of his family. J.J. Crowley

Charles Collins, retired member of Local 31, Western Maryland Railway, passed away recently. He was 68.

Brother Charles began his railroad signal career October 10, 1929 working at various places as assistant and maintainer on the Western Maryland. He had been a continuous member of Local 31 since the Brotherhood began representing the signal department on this property in 1944.

The officers and members of Local 31 extend deepest sympathy to the surviving members of his family. G.A. DeLozier

Allen R. Alward, retired member of Local 132, St. Louis Terminal Railroad, passed away December 5, 1965. He was 69.

Brother Alward began his career with the Terminal in July 1923 and became a maintainer in July 1938. He retired on a disability pension in April 1958 at which time he held the position of leading maintainer.

The officers and members of Local 132 extend deepest sympathy to the surviving members of his family. W. Mueller

James A. Reynolds, retired member of Local 32, Chicago & Western Indiana Railroad, passed away December 10, 1965 at Panama City, Florida. He was 83.

Brother Reynolds was a signalman in the gang at the time of his retirement.

The officers and members of Local 32 extend deepest sympathy to his widow and other surviving members of his family. E. Rickert

Horace O. Keefe, retired member of Local 21, Kansas City Terminal Railway Company, passed away November 25, 1965. He was 85.

Brother Keefe was lead signalman at Kansas City, Missouri at the time of his retirement January 1, 1956, after completing 40 years of service.

The officers and members of Local 21 extend deepest sympathy to the surviving members of his family. H. E. Nixon

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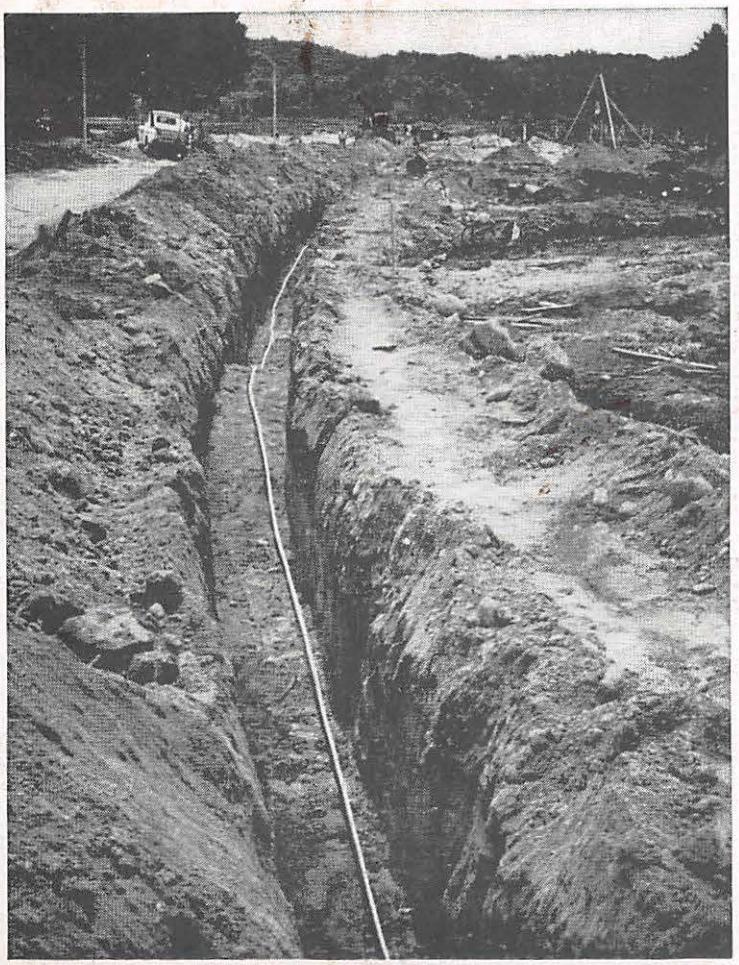

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